

Amendment No. 5 to Agreement No. 9100 NG150000010 for Social Services between

AFRICAN AMERICAN YOUTH HARVEST FOUNDATION and the

CITY OF AUSTIN

(Resource Center)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is *One Hundred Eighty One Thousand Four Hundred Fifty Nine dollars* (\$181,459). The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 489,774
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 29,385	\$ 519,159
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 182,323	\$ 701,482
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,426	\$ 705,908
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 181,459	\$ 887,367
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 181,459	\$ 1,068,826

- 3.0 The following changes have been made to the original Agreement EXHIBITS:
 - Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 4/25/2019]
 - Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 4/25/2019]
- 4.0 The following Terms and Conditions have been MODIFIED:
 - 4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$181,459 (One Hundred Eighty One Thousand Four Hundred Fifty Nine dollars).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:

AFRICAN AMERICAN YOUTH HARVEST

FOUNDATION

Michael R. Lofton, Executive Director 6633 Hwy 290 East, Suite 307

Austin, TX 78723

Date: 76 10

CITY OF AUSTIN

Signature:

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 09/04

Program Performance Measures

	Contract Start 9/1/2015	Contract End 9/30/2020	Period Performance Start 10/1/2019	Period Perfe 9/30	rmance En /2020	d
			Outputs			
OP	Output Measure	ę	•	1	Period Goa	I
#	Description			City	Other	Total
1	Total number	of unduplicated of	lients served	354	176	530
2	Total number ongoing AAY	•	lients participating in	158	78	236

Program Performance Measures

	Contract Start 9/1/2015	Contract End 9/30/2020	Period Performance Start 10/1/2019	Period Performance I 9/30/2020	End
ОC	Outcome Meas	sure	Outcomes		Total Program
Item	Description				Goal
1 Num	Number of indiv	viduals who complete	an educational program that imp	roves their knowledge	100
1 Den	Number of indiv	viduals participating in	the educational program		118
1 Rate	Percent of indiv knowledge	viduals who complete	an educational program and dem	onstrate improved	84.75
2 Num	Number of indiversely employment op	20 BEN 40 BEN 12 BEN 1	byment through AAYRC services	who were placed into	100
2 Den	Number of indiv	viduals engaging in wo	orkforce assistance and seeking	employment	118
2 Rate	Percent of indiv employment op		yment through AAYRC services v	who were placed into	84.75

Program Budget and Narrative

Program Start

10/1/2019 9/30/2020

Program End

	City Share	Other	Total
Salary plus Benefits	\$52,959.00	\$25,000.00	\$77,959.00
General Operations Expenses	\$125,000.00	\$62,500.00	\$187,500.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$125,000.00	\$62,500.00	\$187,500.00
Food and Beverages for Clients	\$3,500.00	\$2,500.00	\$6,000.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$3,500.00	\$2,500.00	\$6,000.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$181.459.00	\$90,000,00	\$271,459.00

Detailed Budget Narrative

Salaries plus Benefits

Salaries, benefits, retirement and employment taxes for programmatic and administrative staff related to the African American Youth Resource Center program.

General Op Expenses

Occupancy rent, costs associated with printers and copiers lease, telecommunication expenses, internet, postage, office supplies, printing costs, computer and telephone equipment, software, office furniture and equipment, outreach materials and costs, insurance/bonding, audit expenses, bookkeeping and other administrative services, costs associated with program activities provided by community partner organizations, and travel, training and conference expenses within Travis County.

Program Subgrantees

Staff Travel

Conferences

Food and Beverage

Food and beverages for clients only.

Financial Assistance

Other Assistance

Capital Outlay

Created 4/25/2019 5:36:45 PM

Last Modified, If Applicable 4/25/2019 5:37:00 PM



Amendment No. 4 to Agreement No. NG150000010 for Social Services

between

AFRICAN AMERICAN YOUTH HARVEST FOUNDATION and the CITY OF AUSTIN

(Resource Center)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is *One Hundred Eighty One Thousand Four Hundred Fifty Nine dollars* (\$181,459). The total Agreement amount is recapped below:

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Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,426	\$ 705,908	
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 181,459	\$ 887,367	

- 3.0 The following changes have been made to the original Agreement EXHIBITS:
 - Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new Exhibit A.1 -- Program Work Statement. [Revised 9/11/2018]
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 - Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 9/10/2018]
 - Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 8/30/2018]
- 4.0 The following Terms and Conditions have been MODIFIED:
 - 4.1.2.1 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$181,459 (One Hundred Eighty One Thousand Four Hundred Fifty Nine dollars).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
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GRANTEE

Signature:/

AFRICAN AMERICAN YOUTH HARVEST

FOUNDATION

Michael R. Lofton, Executive Director 6633 Hwy 290 East, Suite 307

Austin, TX 78723

Date: 9-18-2011

CITY OF AUSTIN

Signature:

City of Austin
Putchasing Office
PO Box 1088
Austin, TX 78767

Date: 11/01/18

Contract Start Date

9/1/2015

Contract End Date

9/30/2019

Program Goals And Objectives

The mission of the African American Youth Harvest Foundation (AAYHF) is to advocate, to strengthen, and to provide culturally competent, family centered educational, health and human services and economic development opportunities to African American youth and other populations that are historically disadvantaged and reside in Austin and/or Travis County. AAYHF supports the Austin Public Health mission to prevent disease, promote health, and protect the well-being of the community through the African American Youth Resource Center (AAYRC), where AAYHF coordinates internally and between partners in the building where the AAYRC is located(6633 Hwy 290 East, 78723)(Building) to offer services that promote: educational attainment; workforce readiness and advancement; physical, mental and social-emotional health and safety; and social and civic engagement. By cultivating relationships with families and offering a "one-stop" solution for a comprehensive array of needs, AAYHF makes it easy for youth and families to identify and access critical services to meet their needs for overall family stabilization and advancement toward an optimal state of health and well-being.

Program Clients Served

AAYHF provides services to entire families with a goal of promoting positive, holistic youth development in every household, in order to ensure the on-track or accelerated advancement of children and youth toward optimal educational, health, workforce and life outcomes.

Approximately 95% of clients are African American and/or Hispanic, and many live in zip codes including, but not limited to: 78702, 78721, 78723, 78724, 78425, 78741, 78744, 78745, 78752 and 78754. Many also come to the AAYRC from areas such as Pflugerville and Manor, where African American populations are growing as a percentage. AAYHF also serves a large percentage of children, youth, and adult family members who face significant barriers to achieving improved quality of life, such as criminal backgrounds, un- or under-employment, lack of transportation, no insurance, lack of child care options, and/or lack of access to broadband technology connections. Virtually 100% of AAYHF clients are members of historically disadvantaged populations, whether due to racial/ethnic background or low-income status.

All unduplicated clients served by AAYHF through the AAYRC and counted in City performance reports will complete AAYHF's intake form that includes first and last name, zip code, income, demographic information and a self-certification statement.

Program Services And Delivery

Services provided through the AAYRC agreement include:

1) Mentoring & Restorative Justice - Small group and one-to-one mentorship in a variety of settings. Small-group mentoring is offered year-round, generally once per week, and focuses on building life skills for success, such as social and emotional intelligence, entrepreneurial thinking, and nurturing the power clients possess to create change. One-to-one mentors will be provided and matched to mentees based on requests from partner agencies and families, and AAYHF will work collaboratively with other mentoring service providers to optimize the community's resources and facilitate the best possible matches. AAYHF is partnering with the National CARES Mentoring Movement led by Susan L. Taylor, Founder and CEO, and Editor-in-Chief Emerita of Essence Magazine (www.caresmentoring.org) to bolster mentor recruitment, help foster best practices, and increase positive impact in Central Texas.

2) Dell Youth CITI / KREW 12 STEM programs - Communications and Information Technology Initiative with Dell's Youth Learning program, which funded the installment of a computer lab at the AAYRC to provide STEM (Science, Technology, Engineering, Math) programs including:

a. Sugar Coders: Beginner computer science education for young and preteen girls of color, who creatively brainstorm, design and implement code to build online web pages and games. The program generally runs between 6 to 12 weeks per session; 1 to 2 times per week. Curriculum Used: Studio Code along with many others that varies based on competition and projects. https://studio.code.org/courses

b. Code Avengers: A fun and effective STEM software program in which youth use creativity, critical thinking, and problemsolving skills to build small grid videos, games and mobile applications. The program generally runs between 6 to 12 weeks per session; 1 to 2 times per week. Curriculum Used: Studio Code along with many others that varies based on competition and projects. The program includes built-in quizzes to gauge student progress. https://studio.code.org/courses

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Contract Start Date

9/1/2015

Contract End Date

9/30/2019

c. Print Explorers: Youth use an online application to create incredible designs that can be printed in 3D as real-world products and taken home. The program generally runs between 6 to 12 weeks per session; 1 to 2 times per week. Curriculum Used: MakerBot Cloud based applications. https://www.makerbot.com/

- d. Harvest Robotics: Students are challenged to use real-world math and science concepts to design, build, and test drones and robots; compete in Lego Robotics competitions; and focus on a service learning project. Hydro Dynamics Mission Model Building teaches how to find, transport, use, and dispose of water. The program generally runs between 6 to 12 weeks per session; 1 to 2 times per week. Curricula used include: http://www.nxtprograms.com/ (NXT programs); https://uavcoach.com/ (drones); https://www.lego.com/en-us/mindstorms, https://www.first-lego-league.org/en/2017/hydrodynamics.html, and http://stemrobotics.cs.pdx.edu/ (STEM Robotics).
- 3) KREW 12 Middle and high school youth engage in project-based learning experiences that incorporate various media disciplines including social media, design, photography, film, television and radio. Youth use these skills to produce a variety of media products for real-world clients while focusing on community issues and have an opportunity to enter their work at the Cannes Film Festival in France. Krew 12 groups generally meet at least once per week, with additional meetings as needed to complete projects by deadlines.
- 4) Urban University Summer Camp A six-week, high impact summer program, to prevent summer learning loss and equip youth with the intellectual, social, and creative resources necessary for academic, career and life success. The program runs a minimum of 6 hours per day, 5 days per week, with 2 or more fields trips and a culminating graduation event. Healthy snacks and lunch are provided in collaboration with Central Texas Food Bank, and backpacks with food are sent home with campers over the weekends. AmeriCorps VISTAs and Summer Youth Employment interns, through the City and County, assist with program planning and implementation. Partners such as Black Women/Men In Business and local churches provide instructional facilitators, program monitors and vans for field trip transportation.
- 5) Programs for Adult Family Members Positive support groups for adult family members to promote healthy relationships, economic security, mental and physical wellness, and to equip parents to be effective advocates for themselves and/or their children. Ongoing adult programs generally meet at least once per month, year-round, or could include special one-time events.
- 6) Workforce Assistance Youth and adults receive case management and skills training to identify immediate job opportunities and successfully pursue career paths that can result in meaningful and family-supporting employment. Clients can walk-in or set appointments for individual assistance. Job fairs are conducted periodically to connect families with companies expressing a need to fill job positions. Outreach at various community events is also conducted to promote AAYRC services and connect individuals to jobs.

Ongoing or year-round programs may break or adjust schedules based on school holiday periods, inclement weather, partner events or other special circumstances.

For the services listed above, there may be ongoing and/or one-time components for clients. Clients that receive ongoing services will be measured by one of the two outcomes included in the Program Performance Measures exhibit of this agreement.

Youth Program Quality:

AAYHF shall work to align its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for STEM enrichment and summer programs funded by the City. A quality assurance plan including specific goals and timelines shall be submitted annually to the City for review and approval by December 31st.

Other organizations that are tenants in the Building may provide supplemental services in addition to the services provided directly by the AAYHF, which are not funded through this agreement by the City of Austin. Any services provided by outside organizations for youth are supervised by AAYHF staff throughout the duration of service provision.

System for Collecting and Reporting Program Data

All data will be entered/managed through the web-based Airtable database system. Airtable enables the organization to enter

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Contract Start Date

9/1/2015

Contract End Date

9/30/2019

program attendance, individual participant data such as demographics, and other output/outcome/impact data specifically customized to each program, which enables AAYHF to assess performance in core areas of service delivery. Within Airtable, all reporting fields can be customized, sorted, hidden and connected to original input records. A variety of calculations and operations can be performed in numeric fields, including summations, averages and distributions by category. With this tool, AAYHF is able to create reports that provide crucial information regarding grant deliverables, program performance, consistency in attendance, and data that can be used to assess the overall performance on contracts and strategic goals, as well as individual participant progress over time pertaining to relevant program outcomes. The AAYHF Operations Supervisor ensures that all AAYHF program information is properly tracked and channeled through Airtable.

Performance Evaluation

To measure effectiveness, AAYHF tracks:

- · Program enrollment using intake forms
- Program participation using attendance rosters and the Airtable database
- Pre/post-tests, to measure concepts and skills learned in ongoing programs designed to teach specific skills
- · Surveys, to measure program impact on learning, attitudes, perceptions, actions or specific desired outcomes
- Key milestones for Workforce Assistance, such as number of individuals submitting applications, hired, not hired, and persisting on the job for 90 days, 180 days, or more

Quality Improvement

AAYHF conducts weekly team meetings to plan upcoming programs/events, coordinate operational activities, and discuss program successes and areas needing improvement, in order to provide a frequent, iterative communications loop for optimal coordination and continuous improvement. The Airtable database is used actively to generate incremental reports to be used by the Program Manager and team members for assessing program participation trends and progress toward internal and contract deliverables/goals. Monthly progress reports are also shared with AAYHF board members for accountability and to ensure board members celebrate successes and can assist with solutions when necessary.

AAYHF will connect with the Learn All the Time network and encourage staff to attend meetings and trainings as often as possible, with particular emphasis on workshops, trainings or conference focusing on youth program quality methods, planning with data, logic modeling and/or TXPOST quality standards. A VISTA has been assigned to focus on the development of a program quality assessment tool and process tailored to AAYHF, which makes it feasible to capture and act on information about program quality through a process of data collection/analysis, observation and coaching. AAYHF's Program Manager coaches, or supervises the coaching of, direct program staff to continuously improve program delivery.

Community volunteers may also be trained and deployed to conduct program observations and provide feedback and support to AAYHF team members, which further promotes community involvement with, awareness of and stewardship for programs offered by AAYHF and funded through taxpayer dollars.

Service Coordination with Other Agencies

AAYHF is the lead agency in coordinating the flow of project planning, implementation, reporting and evaluation among all partners offering services through the AAYRC. AAYHF staff conduct regular meetings with active partners to establish efficient systems of communication and to avoid duplication of services. The organization also coordinates and delivers the AAYHF Conferences with the assistance of over 20 education/social/community service agencies that provide opportunities and information to conference attendees.

AAYHF assigns interns to periodically update a social services guide of resources available to clients. The intern updates the guide by 1.) Contacting other social services and collecting information related to the services they offer; and 2.) Providing the other agencies with information about AAYHF service delivery.

Strong and effective community partnerships are integral to AAYHF's mission and service model. AAYHF connects community members to the following providers delivering programs or resources in-house at the AAYRC tocation, as well as over 200 external partners:

- Austin FreeNet
- · Black Women/Men in Business*

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- Central Health Medical Access Program
- . City of Austin / Austin Public Health
- · Diakonos Ministries*
- GEMS girls empowerment group
- UT Austin, Institute for Urban Policy Research & Analysis
- * Providers with offices on the same premises as AAYHF.

As a testament to AAYHF's effectiveness in maximizing the AAYRC location as a "one-stop" shop for wraparound services, the physical Building where the AAYRC is located (6633 Hwy 290 East, 78723), was only 35% occupied prior to the City initiating the AAYRC contract with AAYHF. Since the establishment of the AAYRC in that Building, AAYHF has worked actively with the landlord to recruit community partners to occupy space in the Building, and it is presently 100% occupied as a result. In this way, the City's investment in the AAYRC is leveraged to provide much more support to the community than AAYHF or the City could achieve in isolation.

Due to population shifts among the targeted populations of this program, AAYHF is forging a closer partnership with Manor ISD (and eventually other districts to the east and north), where African American and low-income populations are increasingly prevalent due to gentrification and other factors.

Additionally, AAYHF receives referrals from City and County juvenile courts, Casey Family Programs, Department of Family and Protective Services, Integral Care, local churches and many others, to assist youth and families with connections to mentors, tutors, counseling, enrichment programs and workforce assistance.

Service Collaboration with Other Agencies

This agreement is not a collaboration as defined by Austin Public Health.

Community Planning Activities

AAYHF continues existing efforts and works to expand its presence in community planning activities that are specific to the services included in this agreement, including but not limited to:

- The Ready by 21 Coalition of Austin/Travis County to ensure alignment to regionwide efforts for coordination and contribute to the analysis of outcomes data to inform various community-wide planning efforts
- Austin/Travis County Reentry Roundtable to work collaboratively to assist community members with criminal records in connecting to job opportunities and wraparound supports
- St. John Community-School Alliance to ensure optimal coordination of wraparound services in the community surrounding the AAYRC (schools and neighborhoods in 78723, 78752 and other nearby zip codes)
- · School Readiness Action Plan to achieve C2C strategy through coordination with the early childhood sector
- · Learn All the Time OST intermediary for program quality assurance and coordination of OST and summer programming

AAYHF is currently forging additional partnerships with early childhood and health providers, to achieve a "Cradle to Contributor" ("C2C") approach that wraps around African American children, youth and families from the point of conception and all the way up the educational pipeline, to essentially create a 21st Century interconnected "village" that wraps around and supports the most vulnerable populations to keep them on track toward positive outcomes such as optimum birth weight, kindergarten readiness, 3rd grade literacy, 8th grade math proficiency, on-time high school graduation, post-secondary/career success, and active civic engagement to make a positive contribution and impact on the next generation. To achieve the C2C vision, AAYHF increased its presence in the Early Childhood sphere by forging stronger collaborations with early childhood providers and alignment with the School Readiness Action Plan and other similar community-wide efforts. An added bonus of the C2C approach for systemic child-and-youth collaborators is AAYHF's data capabilities, as it would be a unique provider that spans the entire developmental continuum from pre-birth into adulthood, and therefore can be a valuable source for data that helps to analyze the impact of early childhood/pre-natal investments and wraparound services on a child's progress throughout the K-12 system, as well as post-secondary and workforce outcomes.

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Program Performance Measures

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Program Performance Measures

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Program Budget and Narrative

Program Start

10/1/2018 9/30/2019

Program End

	City Share	Other	Total
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Program Subgrantees

Staff Travel

Conferences

Food and Beverage

Food and beverages for clients only.

Financial Assistance

Other Assistance

Capital Outlay

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Last Modified, If Applicable



Amendment No. 3 to Agreement No. NG150000010 for Social Services between

AFRICAN AMERICAN YOUTH HARVEST FOUNDATION and the

CITY OF AUSTIN

(Resource Center)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is *Four Thousand Four Hundred Twenty Six dollars* (\$4,426). The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 489,774
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3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 6/8/2018]

4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 <u>Agreement Amount</u>. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is \$705,908 (Seven Hundred Five Thousand Nine Hundred and Eight dollars), and \$181,459 (One Hundred Eighty One Thousand Four Hundred Fifty Nine dollars) per 12 month extension option, for a total Agreement amount of \$1,250,285. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

- 4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$181,459 (One Hundred Eighty One Thousand Four Hundred Fifty Nine dollars).
- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
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^	
GRANTEE ()	CITY OF AUSTIN
Signature:	Signature:
MING	Ja 2/jll
AFRICAN AMERICAN YOUTHLARVEST	City of Austin
FOUNDATION	Purchasing Office
Michael R. Lofton, Executive Director	PO Box 1088
6633 Hwy 290 East, Suite 307	Austin, TX 78767
Austin TV 70702	
Ausuit, 1x 10/25	
Date: 6-29-2018	Date: 07/24/18
Date: 6 2 10 10	DOIO:

Program Budget and Narrative

		Period		Contract Start	9/1/2015
	1	2	3	Contract End	9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$118,125.00	\$243,764.00	\$89,531.00	\$45	1,420.00
General Operations Expenses	\$52,428.00	\$105,132.00	\$91,428.00	\$2	248,988.00
Program Subgrantees	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$52,428.00	\$105,132.00	\$91,428.00	\$24	8,988.00
Food and Beverages for Clients	\$2,500.00	\$2,500.00	\$500.00		\$5,500.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$2,500.00	\$2,500.00	\$500.00	\$	5,500.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$173,053.00	\$351,396.00	\$181,459.00	\$70	5,908.00
Total Period Percentage	24.51	49.78	25.71		

Detailed Budget Narrative

Salaries plus Benefits

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the African American Youth Resource Center program.

General Op Expenses

Occupancy rent; costs associated with printers and copiers lease; telecommunication expenses; internet; postage, office supplies; printing costs; computer and telephone equipment; software; office furniture and equipment; outreach materials and costs; insurance/bonding; audit expenses; and travel, training, and conference expenses within Travis County

Program Subgrantees

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay

Food and Beverages for clients only



Amendment No. 2 to Contract No. NG150000010 for Social Services between

AFRICAN AMERICAN YOUTH HARVEST FOUNDATION and the

CITY OF AUSTIN

(Resource Center)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is One Hundred Eighty Two Thousand Three Hundred Twenty Three dollars (\$182,323). The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 - Sept. 30, 2018)	n/a	\$ 489,774
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 29,385	\$ 519,159
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 182,323	\$ 701,482

- 3.0 The following changes have been made to the original contract EXHIBITS:
 - Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 1/23/2017]
 - Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 1/20/2017]
 - Exhibit E Business Associate Agreement is added to the Agreement.
- 4.0 The following Terms and Conditions have been MODIFIED:
 - Section 1.2 Responsibilities of the Grantee. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The

Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

- Section 4.1 <u>Agreement Amount</u>. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial number month term shall not exceed the amount approved by City Council, which is \$701,482 (Seven Hundred One Thousand Four Hundred Eighty Two dollars), and \$177,033 (One Hundred Seventy Seven Thousand and Thirty Three dollars) per 12 month extension option, for a total Agreement amount of \$1,232,581. Continuation of the Agreement beyond the initial number months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.
- Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.
 - i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.
- Section 4.1.2 Payment to the Grantee shall be made in the following increments:
- 4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$351,396 (Three Hundred Fifty One Thousand Three Hundred Ninety Six dollars);
- 4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$177,033 (One Hundred Seventy Seven Thousand and Thirty Three dollars).
- Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.
- Section 4.4 <u>Non-Appropriation</u>. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.
- Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.
- Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the

City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

- 1. Alteration, construction, or relocation of facilities
- Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
- Equipment and other capital expenditures.
- Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
- Organization costs (costs in connection with the establishment or reorganization of an organization)
- Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
- 7. Selling and marketing
- 8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

- 1. Alcoholic beverages
- Bad debts
- Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
- 4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)

- Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
- 6. Deferred costs
- 7. Depreciation
- 8. Donations and contributions including donated goods or space
- Entertainment costs, other than expenses related to client incentives
- 10. Fines and penalties (including late fees)
- 11. Fundraising and development costs
- 12. Goods or services for officers' or employees' personal use
- 13. Housing and personal living expenses for organization's officers or employees
- 14. Idle facilities and idle capacity
- 15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
- 16. Lobbying or other expenses related to political activity
- 17. Losses on other agreements or casualty losses
- Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
- 19. Taxes, other than payroll and other personnel-related levies
- 20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at http://www.ctkodm.com/austin/, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent

Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 <u>Business Continuity</u>. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (*DBA*) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 <u>Public Information Act.</u> Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 <u>HIPAA Standards</u>. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 <u>Culturally and Linguistically Appropriate Standards (CLAS)</u>. The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at https://www.lep.gov/faqs/faqs.html.

- 6.0 MBE/WBE goals were not established for this Contract.
- **7.0** Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature:

Signature:

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78723

Austin, TX 78723

Program Performance Measures

Out. 1D 1 2	Start Date End Date tputs Output Measure Description Total Number of Unduplicated Clients Served Number of Youth and Families served in on-going AAYHF program	1 10/1/2015 9/30/2016 1 530 53	Period 2 10/1/2016 9/30/2017 Period 2* 1786 277	3 10/1/2017 9/30/2018 3* 530 53	Contract Term 9/1/2015 9/30/2018 Contract Term ** 2316 383
Outcomes			Period		Contract
ID	Outcome Measure Description	1	2*	3*	Term **
	Number of individuals who complete an educational program that improves their knowledge	400	1518	425	2343
5A	Number of individuals participating in the educational program	500	1786	500	2786
	Percent of individuals who complete an educational program and demonstrate improved knowledge	80	84.99	85	84.1

Created: 4/29/2015 4:58:00 PM

Last Modified, If Applicable: 1/23/2017 1:22:00 PM

^{*} Goal Served May Include Carry-Over From Previous Period

^{**} Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Program Budget and Narrative

	Period		Contract Start	9/1/2015	
	1	2	3	Contract End	9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017	10000	
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$118,125.00	\$243,764.00	\$122,105.00	\$48	3,994.00
General Operations Expenses	\$52,428.00	\$105,131.00	\$52,428.00	\$2	209,987.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$52,428.00	\$105,131.00	\$52,428.00	\$20	9,987.00
Food and Beverages for Clients	\$2,500.00	\$2,500.00	\$2,500.00		\$7,500.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$2,500.00	\$2,500.00	\$2,500.00	\$	7,500.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$173,053.00	\$351,396.00	\$177,033.00	\$70	1,482.00
Total Period Percentage	24.67	50.09	25.24		

Detailed Budget Narrative

Salaries plus Benefits

Salaries, benefits, retirement, and employment taxes

General Op Expenses

Occupancy rent; costs associated with printers and copiers lease; telecommunication expenses; internet; postage; affice supplies; printing costs; computer and telephone equipment; software; office furniture and equipment; outreach materials and costs; insurance/bonding; audit expenses; and travel, training, and conference expenses within Travis County

Program Subcontractors

Staff Travel

Conferences

Food and Beverage

Food and Beverages for clients only

Financial Assistance

Other Assistance

Capital Outlay

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. <u>Definitions</u>. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
 - 1. <u>Breach</u>. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 - 2. <u>Business Associate</u>. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 - Covered Entity. "Covered Entity" shall have the same meaning as the term
 "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this
 agreement shall mean The City of Austin.
 - 4. <u>Designated Record Set.</u> "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

- this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- 5. <u>HIPAA Rules</u>. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
- 6. <u>Individual</u>. "Individual" shall mean the person who is the subject of the protected health information.
- 7. <u>Incident</u>. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
- 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
- 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
- 10. <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
- 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
- 12. <u>Subcontractor</u>. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
- 13. <u>Unsecured PHI</u>. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. <u>Purposes for which PHI May Be Disclosed to Business Associate</u>. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

- C. <u>Obligations of Covered Entity</u>. If deemed applicable by Covered Entity, Covered Entity shall:
 - provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
 - provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
 - notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI:
 - 4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
 - 5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
 - 6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
 - direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.
- D. <u>Obligations of Business Associate</u>. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:
 - 1. <u>Use and Disclosure of PHI</u>. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
- (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
- (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. <u>Data Aggregation</u>. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. <u>De-identified Information</u>. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.

4. Safeguards.

- (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
- (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI either by revision of duties or termination shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

- 5. <u>Minimum Necessary</u>. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
- 6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
- 7. <u>Individual Rights Regarding Designated Record Sets.</u> If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) <u>Individual Right to Copy or Inspection</u>. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- Accounting of Disclosures. Business Associate agrees to maintain (c) documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
- 8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
- 9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

- 10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
- II. <u>Knowledge of HIPAA Rules</u>. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
- 12. <u>Information Incident Notification for PHI</u>. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
- 13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
- 14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
- 15. <u>Information Breach Notification for Other Sensitive Personal Information</u>. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Tile 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
 - 1. <u>Use</u>. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
 - 2. <u>Disclosure</u>. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
 - 3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

 Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

- 2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
- 3. <u>Privacy Provisions</u>. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
- 4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

- Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- 2. <u>Termination for Cause</u>. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement of an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. <u>Indemnification</u>. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

- 2. <u>Mitigation</u>. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
- 3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
- 4. <u>Survival</u>. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

- 5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
- 6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
- 7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
- 8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
- 9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
- 10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- 11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

- 12. <u>Severability</u>. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- 13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
- 14. <u>Headings</u>. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- 15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
- 16. <u>Interpretation</u>. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
- 17. <u>Regulatory References</u>. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 1 to Contract No. NG150000010 for Social Services between

AFRICAN AMERICAN YOUTH HARVEST FOUNDATION and the

CITY OF AUSTIN

(Resource Center)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is *Twenty Nine Thousand Three Hundred Eighty Five dollars* (\$29,385). The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 - Sept. 30, 2018)	n/a	\$ 489,774
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 29,385	\$ 519,159

3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 3/16/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised*3/16/2016]

4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is \$519,159 (Five Hundred Nineteen Thousand One Hundred Fifty Nine dollars), and \$173,053 (One Hundred Seventy Three Thousand and Fifty Three dollars) per twelve (12) month extension option, for a total Contract amount of \$1,038,318. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

- 4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$173,053 (One Hundred Seventy Three Thousand and Fifty Three dollars);
- 4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$173,053 (One Hundred Seventy Three Thousand and Fifty Three dollars);
- 4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$173,053 (One Hundred Seventy Three Thousand and Fifty Three dollars).
- 5.0 MBE/WBE goals were not established for this Contract.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR	CITY OF AUSTIN
Signature:	Signature:
will	Min William
AFRICAN AMERICAN YOUTH HARVEST	City of Austin
FOUNDATION	Purchasing Office
Michael R. Lofton, Executive Director	PO Box 1088
6633 Hwy 290 East, Suite 307	Austin, TX 78767
Austin, TX 78723	7711-
	Date:
Date: 4-26-20/6	

Date:

Program Performance Measures

		1	Period 2	3	Contract Term
	Start Date				
	5	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018
			Period		_
0	utputs	1	2*	3*	Contract Term **
IL	Output Measure Description				
1	Total Number of Unduplicated Clients Served	530	530	530	1590
2	Number of Youth and Families served in on-going AAYHF program	53	53	53	159
0					
O	utcomes		Period		Contract
II	Outcome Measure Description	1	2*	3*	Term **
	Number of individuals who complete an educational program that improves their knowledge	400	400	400	1200
5A	Number of individuals participating in the educational program	500	500	500	1500
	Percent of individuals who complete an educational program and demonstrate improved knowledge	80	80	80	80

^{*} Goal Served May Include Carry-Over From Previous Period

^{**} Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017	Communication Line	773072010
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$118,125.00	\$118,125.00	\$118,125.00	\$354	,375.00
General Operations Expenses	\$52,428.00	\$52,428.00	\$52,428.00	\$1	57,284.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$52,428.00	\$52,428.00	\$52,428.00	\$157	,284.00
Food and Beverages for Clients	\$2,500.00	\$2,500.00	\$2,500.00		\$7,500.00
Financial Direct Assistance to Clie		\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$2,500.00	\$2,500.00	\$2,500.00	\$7	,500.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$173,053.00	\$173,053.00	\$173,053.00	\$519	,159.00
Total Period Percentage	33.33	33.33	33.33		
De	tailed Budget Narı	rative			
Salaries plus Benejus	FTE Youth Services Coord time of VP Program, 0.10 Finance Director, Benefit 401(K) Plan employers' C	FTE allocated time s includes FICA Tax	of Program Direct	or, 0.10 FTE alloca	ited time of
General Op Expenses	General Operating expenses includes Occupancy Rent, Printers/Copier Lease, Telecommunication, Internet, Postage, Office Supplies, Printing, Computer/Telephone Equipment, Software, Office Furniture/Equipment, Outreach advertising, Insurance/Bonding, Audit, Travel/Training/Conference within Travis County				
Program Subcontractors	N/A				
Staff Travel	Out of Travis County - N/A	4			
Conferences	Out of Travis County - N/A	4			
Food and Beverage	Food and Beverages for co	lients only			
Financial Assistance	N/A				
Other Assistance	N/A				
Capital Outlay	N/A				

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CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Erin D'Vincent Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov
Questions regarding the RFA shall be sent to

CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social

Services

NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND

TIME OPTION ONE: 3/5/14, 2 PM - 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium

1520 Rutherford Lane, Austin, TX 78754

NON-MANDATROY PRE-PROPOSAL CONFERENCE DATE AND

TIME OPTION TWO: 3/19/14, 9 AM - 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium

1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local

time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office	
Municipal Building	
124 W 8 th Street, Rm 308	
Austin, Texas 78701	
Reception Phone: (512) 974-2500	

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR FLASH DRIVE

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
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0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

^{*} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308

Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

l agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name:	African American Youth Harvest Foundation
Federal Tax ID No.	
	fficer or Authorized Representative: Michael R. Lofton
Title: Pres	sident + CEO A
Signature of Office	r or Authorized Representative:
E-Mail Address:	Malofton talk show @ attinet
Phone Number:	512-585-6696
Date:	

^{*} Application response must be submitted with this Offer sheet to be considered for award



CONTRACT BETWEEN THE CITY OF AUSTIN

AFRICAN AMERICAN YOUTH HARVEST FOUNDATION

SOCIAL SERVICES

CONTRACT NO. NG150000010

CONTRACT AMOUNT: \$489,774

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and African American Youth Harvest Foundation ("Contractor"), a Texas non-profit corporation, having offices at 6633 Hwy 290 East Suite 307, Austin, TX 78723.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 <u>Engagement of the Contractor</u>. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.
- 1.2 <u>Responsibilities of the Contractor</u>. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.
- 1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.
- 1.4 <u>Designation of Key Personnel</u>. The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.
 - 1.4.1 The City's Contract Manager, Jina Sorensen or designee:
 - may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and
 - -shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

- 1.4.2 Contractor's Contract Manager, Michael R. Lofton, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.
- 1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

- 2.1 <u>Term of Contract</u>. The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.
 - 2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 <u>Contractor's Obligations</u>. The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

- 4.1 <u>Contract Amount</u>. The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is \$489,774 (Four Hundred Eighty Nine Thousand Seven Hundred Seventy Four dollars), and \$163,258 (One Hundred Sixty Three Thousand Two Hundred Fifty Eight dollars) per twelve (12) month extension option, for a total Contract amount of \$979,548. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.
 - 4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.
 - 4.1.1.1 <u>Budget Revision</u>: The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:
 - The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
 - the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
 - the transfers will not change the nature, performance level, or scope of the program funded under this Contract.
 - 4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.
 - The CONTRACTOR must submit a Budget Revision Form to the City prior to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

- 4.1.2 Payment to the Contractor shall be made in the following increments:
 - 4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$163,258 (One Hundred Sixty Three Thousand Two Hundred Fifty Eight dollars);
 - 4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$163,258 (*One Hundred Sixty Three Thousand Two Hundred Fifty Eight dollars*);
 - 4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$163,258 (*One Hundred Sixty Three Thousand Two Hundred Fifty Eight dollars*).

4.2 Requests for Payment.

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at http://www.ctkodm.com/austin/. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation MAY include, but are not limited to:

- · General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- · Payroll reports and summaries, including salary allocation reports and signed timesheets
- · Receipts and invoices
- · Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

- 4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- 4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 Payment.

- 4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.
- 4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- 4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

- 4.3.3.1 delivery of unsatisfactory services by the Contractor;
- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or
- 4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.
- 4.4 Non-Appropriation. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 4.5 <u>Travel Expenses</u>. All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 Final Payment and Close-Out.

- 4.6.1 The making and acceptance of final payment will constitute:
 - 4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - 4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

4.7 Financial Terms.

- 4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.
- 4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.
- 4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.
- 4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.
- 4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.
- 4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.
- 4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.
- 4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

- 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.
- 4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:
 - Be reasonable for the performance of the activity under the Contract.
 - 2. Conform to any limitations or exclusions set forth in this Contract.
 - Be consistent with policies and procedures that apply uniformly to both governmentfinanced and other activities of the organization.

- Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
- 5. Be adequately documented.
- 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.
 - 1. Alteration, construction, or relocation of facilities
 - 2. Depreciation.
 - 3. Equipment and other capital expenditures.
 - Interest, other than mortgage interest as part of a pre-approved budget under this Contract
 - Organization costs (costs in connection with the establishment or reorganization of an organization)
 - Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
 - Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
 - 8. Selling and marketing
 - 9. Travel/training outside Travis County
- 4.8.4 The following types of expenses are specifically not allowable with City funds under this Contract:
 - 1. Alcoholic beverages
 - Bad debts
 - Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
 - Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
 - Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
 - Deferred costs
 - 7. Donations and contributions including donated goods or space
 - 8. Entertainment costs
 - 9. Fines and penalties (including late fees)
 - 10. Fundraising and development costs
 - 11. Goods or services for officers' or employees' personal use
 - 12. Housing and personal living expenses for organization's officers or employees
 - 13. Idle facilities and idle capacity
 - Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
 - 15. Lobbying or other expenses related to political activity
 - 16. Losses on other agreements or contracts or casualty losses
 - 17. Taxes, other than payroll and other personnel-related levies

4.9 Reports.

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at http://www.ctkodm.com/austin/ by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process

payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

- 4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.
- 4.9.3 An annual Contract Progress Report, using the forms shown at http://www.ctkodm.com/austin/, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.
- 4.9.4 A Contract Closeout Summary report using the forms shown at http://www.ctkodm.com/austin/ shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.
- 4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at http://www.ctkodm.com/austin/, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.
- 4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.
- 4.10 <u>Contractor Policies and Procedures</u>. Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 Monitoring and Evaluation.

- 4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.
- 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

- 4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.
- 4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Contractor.

- 4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.
- 4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.
- 4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.
- 4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.
- 4.12.5 The City will contact the independent auditor to verify:
 - That the auditor completed the financial audit report/financial review received from the Contractor:
 - That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
 - The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.
- 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.
 - Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
 - ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor:
 - The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the

Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

- 4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.
- 4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

- 4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday Friday, 8 am 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- 4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

- 4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.
- 4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.
- 4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.
- 4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

- 5.1 Right To Assurance. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 <u>Default</u>. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 <u>Termination Without Cause</u>. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 <u>Fraud.</u> Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 <u>Insurance</u>. The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

- 6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.
- 6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.
- 6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin Health and Human Services Department ATTN: Community Based Resources P. O. Box 1088 Austin, Texas 78767

- 6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 6,1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- 6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

- 6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 6.1.2 <u>Specific Coverage Requirements.</u> The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - 6.1.2.1 <u>Commercial General Liability Insurance</u>. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.
 - 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
 - 6.1.2.1.2 Independent Contractor's Coverage
 - 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
 - 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.
 - * <u>Supplemental Insurance Requirement</u>. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage
- 6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:
 - 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
 - 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

- 6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.
- 6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.
- 6.1.2.5 <u>Blanket Crime Policy Insurance</u>. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.
- 6.1.2.6 <u>Directors and Officers Insurance</u>. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.
- 6.1.2.7 <u>Property Insurance</u>. If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.
- 6.1.2.8 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the

equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 <u>Certificate</u>. The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 Equal Opportunity.

- 6.2.1.1 Equal Employment Opportunity. No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.
- 6.2.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.
- 6.3 <u>Inspection of Premises</u>. The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 <u>Publications.</u> All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1 <u>Authority.</u> Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 Performance Standards. Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 <u>Criminal Background Checks.</u> Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
 - 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (Source: City of Austin Ordinance 20051201-013)
- 8.3 Stop Work Notice. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 Indemnity.

8.4.1 Definitions:

- B.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - 8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
 - 8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE

PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 <u>Claims</u>. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 <u>Business Continuity</u>. Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	African American Youth Harvest Foundation	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Michael R. Lofton, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H	6633 Hwy 290 East Suite 307	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78723	Austin, TX 78702

8.8 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"), Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 Advertising. Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 Gratuities. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 <u>Independent Contractor</u>. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 <u>Assignment-Delegation</u>. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 <u>Waiver</u>. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 <u>Modifications</u>. The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 <u>Interpretation.</u> The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 Dispute Resolution.

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Contract.

8.20 Living Wage Policy

[Reserved]

8.21 Subcontractors.

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a

condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

- 8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- 8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- 8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- 8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- 8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.
- 8.22 <u>Jurisdiction And Venue</u>. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 8.23 <u>Invalidity</u>. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 8.24 Holidays. The following holidays are observed by the City:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 <u>Survivability of Obligations</u>. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

AFRICAN AMERICAN YOUTH HARVEST	CITY OF AUSTIN
Signature: W	Signature:
Name: MICHAEL LOFTON Printed Name	Name: JAMES SCANBOWS PURCHASING OFFICE
Title: PRESEDENT/CEO Date: 06/09/2015	Date: 8/18/15

EXHIBITS

Exhibit A - Program Forms

A.1 Program Work Statement

A2 Program Performance Measures

A.3 Client Eligibility Requirements

Exhibit B - Program Budget Forms

B.1 Program Budget and Narrative

B.2 Program Subcontractors

Exhibit C - Equal Employment/Fair Housing Office/Non-Discrimination Certification

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

The mission of AAYHF is to advocate, to strengthen, and to provide culturally competent, family centered educational, health and human services and economic development opportunities to African American youth and other at risk populations that reside in the Greater Austin area.

AAYHF addresses all five of the City's goals through the AAYRC, with a primary focus on Goal 3: Problem Prevention.

Additionally, AAYHF strives to be in alignment with the Austin Independent School District (AISD) 2015-2020 Strategic Plan Goal 3: "All students will graduate ready for college, career and life in a globally competitive economy." The wraparound supports offered via the AAYRC are intended as comprehensive solution to raise living standards for families in order to ensure that children are prepared to succeed and continue to strengthen their communities by giving back in the future.

AAYHF will continue to work in partnership with the City of Austin/Travis County Health & Human Services Department (HHSD) to perfect the design, enhance staff knowledge, and continue to deliver community-based services/resources to youth and families at the AAYRC.

Program Clients Served

We provide services to K-12 and college-aged youth (6-23) and their families residing in the Greater Austin area, with emphasis on the Northeast Corridor of Austin, TX in zip codes, 78721, 78723, 78724, 78425, 78752 and 78754. We also anticipate serving other urban minority youth and families throughout the Greater Austin area who face significant barriers to achieving improved quality of life, such as individuals with criminal backgrounds, unemployed individuals, and those who experience barriers to accessing health, educational, and/or technology resources.

General Eligibility for YRC Service Provider-tenants; (these are autonomous non-AAYHF agencies/private practices that rent space in the YRC; they are non-consultant, but help us expand our menu of "One Stop Shop" services to community. These tenant entities exercise their own eligibility screening, according to the criteria their practices or services require. In addition, they provide their own case management and confidential filing systems. In general, the eligibility screening criteria for Service Provider tenants is below:

- Drug Class Clients Served based on Court/Attorney Referral; self-selection from Internet Search
- *Karisma Counselling/ Counselling Service referral, web or walk-in; expressed counselling need
- ReRoute Inc. Provider of Youth Engagement Activities/Events; youth & adult attendees are not screened to attend public (concert format) events.
- •Victoria Dorcey-Drewy Prof. Counselling Service Travis Co. referral, web or walk-in; expressed counseling need.

General Eligibility for Harvest Foundation Programs and Services; defined uniquely per program:

- •360SM Participants must be Elementary school aged African American males
- BEACON Workforce Development Unemployment, under-employed; expressed or perceived need of employability training, ex-offender resources, other workplace readiness, or continuance supports.
- *DELL Computer Lab: Walk-in or Recruited; Needs Technology Development/Usage; STEM Programming
- •Exceptional You: African American Middle School girls in Foster Care
- •Family Academy Court/School Referrals for school-aged youth with Truancy-related violations/issues
- KREW12: Any youth between the ages of 13-18, currently enrolled in any Central Texas High School
- •Spoken Scribes: Co-ed, any age, resident in Central Texas with writing or public speaking Interest
- STEM Programs Youth currently enrolled in Middle School/21st Century After School /AAYHF
 SHIFT Ascension School Referral from School Administrator at local contracted middle/high schools
- *SHIFT JJMI or TM101 Court or Gardener Betts Referral; youth/parent request for a mentor
- Urban University Any child/youth residing in Central Texas between the ages of 8 to 18, who successfully completes the
 enrollment application and attends regularly scheduled programming.
- Youth Alliance: Any youth residing in Central Texas between the ages of 13-20; who successfully completes the enrolment application and attends regularly scheduled programming

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Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Services And Delivery

Services City of Austin is purchasing:

- a. East Austin-based "One Stop Shop" of culturally connected services and resources that enhance quality of life outcomes for African American youth and families and others residing in City of Austin/Travis County.
- Access to computer lab with one-on-one assistance; bridging the digital divide by offering free technology skills development classes to the public
- 2. Truancy Classes for court referred truant youth ages 10-18
- 3. Academic tutoring and support for middle through high school aged youth
- 4. No-cost Professional Counseling
- b. Comprehensive menu of out-of-school program-services that target school engagement, social emotional learning, academic success, and positive youth development. Research has shown, that out-of school programs have been shown to improve mental health and social-emotional competencies and reduce violent and anti-social behavior, substance use and abuse, and involvement in the juvenile justice system.
- c. Workforce Development Services include: In-take and assessment, job interest and /readiness screening & training, case management, job coaching, employer engagement and retention services.

COA provides funding for the YRC space and within that space, all of the services and programs that both Harvest and Service providers deliver, are counted as YRC unduplicated numbers served.

AAYHF Youth Resource Center

The AAYRC responds to the broad critical needs that African American youth and families residing in Travis County statistically engender, although all ethnicities (primarily low-income populations) are regularly served through the AAYRC resources and programs. Services provided on-site include:

- 1) Truancy Court / Family Academy program: designed to provide coaching and positive re-direction for parents/students with attendance and truancy court violations;
- SHIFT (alternative to suspension program) provides multiple services to assist students with academic achievement, social
 emotional learning, one-on-one coaching and personalized instruction through partnerships with AISD and various other
 partners;
- Health, wellness, counseling and sustainable life programs designed to help students, parents and community residents achieve healthy lifestyles, along with health screenings and services provided on-site through a partnership with the Austin/Travis County HHSD;
- 4) BEACON employment assistance clearinghouse consisting of workforce development and college and career preparation services designed to assist the community with the connection to sustainable employment and education continuance opportunities; and
- 5) Dell Youth CITI (Communication and Information Technology Initiative), sponsored by Dell, which includes ongoing technology learning opportunities through workshops and enrichment activities on- and off-site, an accessible Technology Resource Room on-site for youth and community, an infusion of Dell volunteers to support all AAMBHF activities and programs, and coordination of services by a full-time Technology Coordinator.

Through the addition of a van acquired from the Boys & Girls Club, AAYHF provides access to the AAYRC programs for youth and families who lack reliable transportation or for whom public transit services are not conveniently located.

AAYHF acts as the lead agency in coordinating the flow of project planning, implementation, reporting and evaluation among all partners offering services through the AAYRC. Services provided on-site include family mentoring/coaching programs, along with direct services provided by: City of Austin/Travis County HHSD, University of Texas Division of Diversity &

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Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Community Engagement, Austin Voices for Education and Youth,., Black Media Council, Drug Class Inc., Karisma Pastoral Consultations & Educational Services, Victoria Dorsey Drewy Counseling Services and ReRoute Inc.

Youth Program Quality:

a. Minimum Standard Operating Procedures shall be maintained by the African American Youth Harvest Foundation for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.

b. The African American Youth Harvest Foundation shall work to align its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. A plan including specific goals and timelines shall be submitted to the City for review and approval by December 31, 2015.

System for Collecting and Reporting Program Data

All data, will also be entered/managed through the Delightful Labor data system. Delightful Labor (DL) enables the organization to enter program attendance, individual participant data (i.e., demographics, etc.) and other output/outcome/impact data specifically customized to each program, which enables AAYHF to assess performance in core areas of service delivery. Within, DL all reporting fields can be customized, sorted, hidden and connected to original input records. A variety of calculations and operations can be performed in numeric fields, including summations and averages. With this tool, AAYHF is able to create and pull up reports that provide crucial information regarding grant deliverables, program performance, consistency in attendance, pre/post-assessment data that can be used to assess the overall performance on contracts and strategic goals, as well as individual participant progress over time pertaining to relevant program outcomes. The AAYHF Database Specialist ensures that all AAYHF program information is properly tracked and channeled through the Delightful Labor.

Performance Evaluation

AAYHF has researched different methods of evaluating a program's effectiveness. Based on current practices and needs, a Non-Experimental Direct Analysis is the process that works most effective for our current programs. The steps followed by AAYHF in this process include:

- 1.AAYHF collects attendance records and pre- and post-assessment data for all programs, along with demographic and satisfaction feedback forms.
- 2.Survey results are manually scored, and individual results are entered into Survey Monkey to produce an evaluative report.
 3.All data are entered/managed through the Delightful Labor data system. Delightful Labor enables the organization to enter program attendance, individual participant data (i.e., demographics, etc.) and other output/outcome data specifically customized to each program, which enables AAYHF to assess performance in a number of areas. The AAYHF Database Specialist will assist executives with developing a comprehensive evaluation plan for all AAYHF programs.

Quality Improvement

The African American Youth Harvest Foundation (AAYHF) utilizes a program logic model as part of the program development process to ensure adequate progress, monitoring and successful completion of targeted outcomes/outputs.

AAYHF's uses a data management system called Delightful Labor (DL) to obtain feedback from stakeholders and to make quality improvements. DL enables the organization and its tenant-partners to enter program enrolment and attendance, individual participant data (i.e., demographics, etc.), pre and post-test data, satisfaction surveys and impact data specifically customized to each program, which enables AAYHF to assess performance in core areas of service delivery. Within, DL all reporting fields can be customized, sorted, hidden and connected to original input records. A variety of calculations and operations can be performed in numeric fields, including summations and averages. With this tool, AAYHF is able to create and pull up reports that provide crucial information regarding grant deliverables, program performance, systemic improvements, consistency to assess the overall performance on contracts, and strategic goals; as well as, individual participant progress over time pertaining to relevant program outcomes. The AAYHF Database Specialist ensures that all AAYHF program information is properly tracked and channeled through the Delightful Labor system to assists organization

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9/30/2018

executives with a developing comprehensive evaluation plan for all AAYHF programs. All partners will input client service information into this system as a collection point for needed data to track services, client information, and participation in one or more programs being offered.

Service Coordination with Other Agencies

AAYHF is the lead agency in coordinating the flow of project planning, implementation, reporting and evaluation among all partners offering services through the African American Youth Resource Center (AAYRC). AAYRC staff conducts regular meetings with active partners to establish efficient systems of communication and to avoid unnecessary client duplication of services. The organization also coordinates and delivers the African American Men and Boys Conferences with the assistance of over 20 education/social/community service agencies that provide information to conference attendees. Conference attendees are referred centrally by the Travis County and City of Austin juvenile court systems to complete community service requirements, therefore reducing the likelihood of service duplication. Service duplication is also unlikely in the Family Academy and Shift Ascension program since youth are referred directly by AISD. Referring & Receiving Comprehensive Services

AAYHF's regular staff meetings with active partners allows for opportunities for each partner to be privy to the breadth of services offered by each respective partner allowing for a steady stream of reciprocal referring and receiving clients. Semi-annually, AAYHF has an intern dedicated to updating a social services guide of services available to clients. The intern updates the guide by 1.) Contacting other social services and collecting information related to the services they offer; and 2.) Providing the other agencies with information about AAYHF service delivery.

Memoranda of Understanding (MOU) Improves Service Delivery

The following services (non-contracted) are coordinated by AAYFH via sub-lease of the following social service agencies whose services provide a "wrap-around" and greater impact on the multiple needs of the targeted population.

- *Drug Class Clients Served based on Court/Attorney Referral; self-selection from Internet Search
- *Karisma Counselling/ Counselling Service referral, web or walk-in; expressed counselling need
- *Victoria Dorcey-Drewy Prof. Counseling Service Travis Co. referral, web or walk-in; expressed counseling need.

Clients Connected to Mainstream Resources/Other City-Funded Services to Maximize Self-Sufficiency

The intake process involves collecting information regarding program eligibility. The case managers and staff for each respective program utilize this information to refer clients to mainstream resources/public benefits and or other city funded services in order to maximize the self-sufficiency of clients. When certain primary eligibility sources are recertified staff refer clients accordingly. Although many of the programmatic interventions described in this application impact homelessness, this application is not proposing homelessness prevention and/or homeless intervention services as the primary self-sufficiency goal.

Service Collaboration with Other Agencies

N/A

Community Planning Activities

AAYHF is actively involved in community planning activities that are specific to the services proposed in this application, including:

- •AAYHF's Outreach Coordinator attends the Ready by 21 Coalition of Austin/Travis County, Austin/Travis County Reentry Roundtable, and the St. John Community-School Alliance meetings, in addition was invited to participate in the AISD Mentoring Advisory Council to work on systemic solutions related to promoting the achievement and excellence in academic, workforce and life endeavors of local income youth.
- •AAYHF have been active members and participants in the Central Texas Austin/Travis County Area Ready by 21 Coalition. This is particularly relevant to AAYHF's services that meet the Ready by 21 fifteen priority outcomes for child and youth well-being and the critical development areas.

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African American Youth Harvest Foundation

African American Youth Resource Center

Program Work Statement

Contract Start Date

9/1/2015

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•AAYHF initiated the compilation of a document describing the services provided by the AISD Family Resource Centers, the St. John Community Center, For the City Network and other local resource centers in order to streamline services offered to low-income youth and their families.

Other AAYHF's initiatives and involvement in other relevant community planning activities include:

•Active engagement in the community planning activities of local churches, neighborhood boards, other low-income serving social service agencies, and coalitions.

Program Performance Measures

			Period		Contract
		1	2	3	Term
	Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018
			Period		Contract
Ou	Outputs		2*	3*	Contract Term **
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	500	500	500	1500
2	Number of Youth and Families served in on-going AAYHF program	50	50	50	150
Out	tcomes		Period		Communit
ID	Outcome Measure Description	1	2*	3*	Contract Term **
	Number of individuals who complete an educational program that improves their knowledge	400	400	400	1200
5A	Number of individuals participating in the educational program	500	500	500	1500
	Percent of individuals who complete an educational program and demonstrate improved knowledge	80	80	80	80

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^{*} Goal Served May Include Carry-Over From Previous Period

^{**} Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- > Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - Annual certification of client eligibility
 - · Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - Clients in programs serving victims of violence are not subject to residency or income requirements
 - Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - · A government -issued identification; or
 - A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (http://www.austintexas.gov/gis/JurisdictionsWebMap/)
 - Travis County Appraisal District website (http://www.traviscad.org)

City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements

U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - · For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is
 one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and
 supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.
- Client income amounts must reflect Gross Income, before any deductions
- > If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- > Income documentation requirement:
 - Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	Period			Contract Start	9/1/2015
	1	2	3	Contract End	9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$113,125.00	\$113,125.00	\$113,125.00	\$339	9,375.00
General Operations Expenses	\$47,633.00	\$47,633.00	\$47,633.00	St	42,899.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$47,633.00	\$47,633.00	\$47,633.00	\$142	2,899.00
Food and Beverages for Clients	\$2,500.00	\$2,500.00	\$2,500.00		\$7,500.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$2,500.00	\$2,500.00	\$2,500.00	\$7	7,500.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$163,258.00	\$163,258.00	\$163,258.00	\$489	774.00
Total Period Percentage	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits FTE Youth Services Coordinator, 1 FTE Youth Services Program Coordinator, 0.10 FTE allocated

time of VP Program, 0.10 FTE allocated time of Program Director, 0.10 FTE allocated time of Finance Director, Benefits includes FICA Taxes, SUI, Workers' Comp Insurance, Health Insurance,

401(K) Plan employers' Contribution

General Op Expenses General Operating expenses includes Occupancy Rent, Printers/Copier Lease,

Telecommunication, Internet, Postage, Office Supplies, Printing, Computer/Telephone

Equipment, Software, Office Furniture/Equipment, Outreach advertising, Insurance/Bonding, Audit,

Travel/Training/Conference within Travis County

Program Subcontractors N/A

Staff Travel Out of Travis County - N/A

Conferences Out of Travis County - N/A

Food and Beverage Food and Beverages for clients only

Financial Assistance N/A

Other Assistance N/A

Capital Outlay N/A

Program Subcontractors

		Per	riod	Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Drug Class, Rudy Cortez

 Unduplicated Count
 100
 100
 100
 300

 Amount
 \$0.00
 \$0.00
 \$0.00
 \$0.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Drug Class is for court referred and walk-in clients in need of drug class related drug abuse violations.

Program Subcontractors

		Per	riod	Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Karisma Counseling, Pastor Daniel Davilla

Unduplicated Count	25	25	25	75
Amount	\$0.00	\$0.00	\$0.00	\$0.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Krisma Counseling is a Christian professional counseling service, that takes web-based and referral clients in need of individual and family counseling.

Program Subcontractors

		Per	riod	
	1	2	3	Contract Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Victoria L. Dorcey Professional Counseling

Unduplicated Count	30	30	30	90
Amount	\$0.00	\$0.00	\$0.00	\$0.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Victoria L. Dorcey Professional Counseling provides youth, family, drug and sexual abuse counseling services for court referred and walk-in clients.

City of Austin, Texas EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current nondiscrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 9th day of June, 2015

CONTRACTOR
Authorized
Signature

Title

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS**: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: http://austintexas.gov/article/social-services-solicitation

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

- Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- 2. Employers' Liability limits are

\$100,000 bodily injury each accident \$100,000 bodily injury by disease \$500,000 policy limit

- 3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:

\$500,000* combined single limit per occurrence for coverage A and B.

*Supplemental Insurance Requirement

If eldercare, childcare, or housing for clients is provided, the required limits shall be:

\$1,000,000 per occurrence

- 2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
- 3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
- 4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- 2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy providing coverage for employee dishonesty shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.
- **III.** Endorsements: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at http://www.epa.gov/cpg/.
- **5. INTERLOCAL PURCHASING AGREEMENTS**: (applicable to competitively procured goods/services contracts).
 - A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
- 7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
 - A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. Copyrights: As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. Additional Assignments: The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. Adults and Families: Focuses on assisting adults and families with meeting theirs essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. Seniors & Persons with Disabilities: With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. School Readiness Action Plan (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. Travis County Community Impact Report (2012), Travis County HHS & VS
- d. Hunger and Homelessness Survey (Dec 2012), The U.S. Conference of Mayors
- e. CAN Community Dashboard (2012, 2013), Community Advancement Network
- f. Permanent Supportive Housing Strategy (September 2010), City of Austin & CSH
- g. Home Health Quality Initiative (April 2013), Centers for Medicare & Medicaid Services
- h. 10 Year Plan to End Homelessness (2010), Ending Community Homelessness Coalition

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- i. American Community Survey (2012), U.S. Census Bureau and the Travis County Snapshot from the 2012 American Community Survey, Travis County HHS & VS
- j. SAMHSA's National Registry of Evidence-based Programs and Practices (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- 1. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations (2013), Mayor's Task Force on Aging
- n. Imagine Austin (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

a. Early Childhood:

- 1. READY FAMILIES GOALS: Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
- 2. READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS: Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
- 3. READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS: Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
- 4. READY CHILDREN GOALS: Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.

(School Readiness Action Plan)

b. Youth:

1. Children, youth and young adults:

2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

- i. Are physically healthy
- ii. Are physically safe
- iii. Respect diversity and demonstrate empathy and pro-social behaviors
- iv. Engage in community, school and/or extracurricular activities
- v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
- vi. Have good mental health and are emotionally resilient
- vii. Avoid risky behaviors
- viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
- xii. Are productive and equipped to reach financial self-sufficiency

(Ready by 21)

c. Adults and Families:

- 1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
- 2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (*Ending Community Homeless Coalition ECHO*). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
- 3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (*Behavioral Health Planning Partnership*).
- 4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

Section 0500 – Scope of Work

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults "age in place/community" and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor's Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person's Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; "Community Integration for People with Disabilities: Key Principles.")

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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"Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all."

Imagine Austin's core mission statements, as they relate to the City's social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

a. Austin's diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin's prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

(http://assets.austintexas.gov///webiacpfullreduced.pdf).

5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

- 1. Percent of households that maintain housing or transition into housing
- 2. Percent of individuals who maintain or increase income
- 3. Percent of individuals who make progress toward treatment plan goals
- 4. Percent of children and youth who progress to the next developmental or academic level
- 5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

- 1. Number of unduplicated clients served per 12-month contract period
- 2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood \$949,416
 - ii. Youth \$1,961,339
 - iii. Adults and Family \$7,327,622
 - iv. Seniors and People with Disabilities \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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CITY OF AUSTIN PURCHASING OFFICE PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS SOLICITATION NUMBER: EAD0116

APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 - THRESHOLD REVIEW

This sealed envelope must contain the following:

- 1. Application Threshold Checklist Section 0610
- 2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST

[NAME OF AGENCY]

[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

- 1. Executive Summary
- 2. Application
- 3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS

[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116** CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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- 2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
- 3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
- 4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
- 5. A brief summary of the proposed program strategy/strategies
- 6. The amount of funding requested
- 7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed <u>25 (twenty-five) pages</u>, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An <u>additional 5 (five) pages</u> is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

Part I – Program Overview and Strategy

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

- 1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV Bonus Evaluation Points, Section A Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

- 1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
- 2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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- 3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
- 4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
- 5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

- 1. Describe the program strategy/strategies.
- 2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of "promising practice," include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
- 3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 Scope of Work: Section 3 Principal Objective and Goals.

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- 4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 Scope of Work: Section 4 Connection to Imagine Austin).
- 5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
- 6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
- 7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
- 8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
- 9. Describe the project activities.
- 10. For Applicants proposing homelessness prevention and/or homeless intervention services: Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

- 1. Number of unduplicated clients served per 12-month contract period
- 2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

- 1. Percent of households that maintain housing or transition into housing
- 2. Percent of individuals who maintain or increase income
- 3. Percent of individuals who make progress toward treatment plan goals
- 4. Percent of children and youth who progress to the next developmental or academic level
- 5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

- 1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
- 2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
- 3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
- 4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
- 5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
- 6. For Applicants proposing homelessness prevention and/or homeless intervention services:

 Describe how your organization has participated in planning for the Coordinated Assessment initiative (http://austinecho.org/the-solution/coordinated-assessment/ and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

F. Community Planning Activities

- 1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
- 2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

- 1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

- 2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
- 3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

- 1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
- 2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
- 3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
- 4. For Applicants proposing homelessness prevention and/or homeless intervention services:

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

- 1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
- 2. Using Section 0645 Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
- 3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Applicants are <u>required</u> to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

A. Budget

- 1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 Program Budget and Narrative, page 3.
- 2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at http://www.irs.gov/pub/irs-pdf/f990.pdf (and instructions http://www.irs.gov/pub/irs-pdf/i990.pdf) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

- 1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
- 2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
- 3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
- 4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
- 5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III - Local Business Presence

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV - Bonus Evaluation Points

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

• Collaboration:

- A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations <u>or</u>
- A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations and successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):
 - o A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) or
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) and Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

- 1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
- 2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, "leveraging" is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - o currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - o Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.

In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.

• Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant's other programs or solely for Applicant's general operations.

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The following types of funding/donations <u>ARE NOT</u> considered "leveraging" under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated "Return on Investment" benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

- 1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
- 2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
- 3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
- 4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
- 5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

• Tobacco-free Campus (**3 points**) - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
- Mother-Friendly Workplace (**3 points**) Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - o employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - o the provision of accessible locations allowing privacy;
 - o access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - o access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
- Employee Wellness Initiative (**3 points**) The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
- Violence Prevention Policy (**1 point**) The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
- 1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
- 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY OFFEROR:

Name of Local Firm	African	Americ	can yo	reth	Harvest	Foun	dation	
Physical Address	6633	Hwy	290	Eas	+ , Suite	307	dation Austin, TX	7872
Is Firm located in the Corporate City Limits? (circle one)	Yes			N		,		
In business at this location for past 5 yrs?	Yes			N)			
Location Type:	Headquarters	Yes) 1	No	Branch	Yes	No	

SUBCONTRACTOR(S):

Name of Local Firm	Ameri	cau !	You th	work	ES				
Physical Address	1901	Sost	Ben	who	te	Blud	Aus	TIN, TX	78741
Is Firm located in the Corporate City Limits? (circle one)	Yes				No				
In business at this location for past 5 yrs?	Yes				No				
Location Type:	Headquarters	Yes		No		Branch	Yes	No	

SUBCONTRACTOR(S):

Name of Local Firm								
Physical Address								
Is Firm located in the Corporate City Limits? (circle one)	Yes			No				
In business at this location for past 5 yrs?	Yes			No				
Location Type:	Headquarters Yes No				Branch	Yes	No	



April 24, 2014

City of Austin
2014 Self-Sufficiency Continuum:
Social Services Solicitation Number: EAD0116
Attn: Application Review Committee
Erin D'Vincent, Senior Buyer
124 W. 8th Street
Austin, TX 78701

Dear Ms. D'Vincent,

The African American Youth Harvest Foundation (AAYHF) is pleased to present the enclosed application in response to the 2014 Self-Sufficiency Continuum: Social Services Solicitation Number: EAD0116 for your and the committee's review. We are requesting a total amount of \$621,716 for AAYHF's primary and secondary goals of providing services to build the self-sufficiencies of low income communities across the life continuum.

This proposal describes AAYHF's primary goal of self-sufficiency aimed at ENRICHMENT of the personal and community development of Low-income youth by offering social services that promote achievement and excellence in academic, life and workforce endeavors. Secondary self-sufficiency goals and life continuum categories will focus on PROBLEM PREVENTION programming and UNIVERSAL SUPPORT SERVICES for Low-income youth, adults and their families as a means of supporting these populations in transitioning out of poverty. AAYHF fulfills a unique role throughout Austin by delivering a continuum of educational, workforce, health and social services from a one-stop, community-based site in order to continually strengthen African American youth, families and other low-income communities.

Demographically AAYHF serves low-income and high-need school-age youth between the ages of 6-21, adults, and their families residing in Northeast Austin and the rural areas of Northeast Travis County where there are large numbers of African American and disadvantaged youth and families. Since our inception as a community-based organization in 2006, approximately 70% of individuals served are African American, 25% are Hispanic and 5% are White.

We are excited about our new cooperative partnership with the American YouthWorks' (AYW) YouthBuild Program, another respected community-based organization that works with low-income, out-of-school youth. This partnership matches AYW's blended academic and vocational training, combined with guided connections to college and careers, with AAYHF's ability to provide mentors, assistance to families, health and wellness education and coaching, financial literacy training, and community wrap-around support to create a winning combination that can achieve tremendous impacts in the lives of young people that will reverberate for generations to come.

organization is to advocate, strengthen, and provide culturally relevant, family-centered educational, health and human services, and economic development opportunities to African American youth, adults, their families, and other at-risk populations that reside in the Greater Austin area. These goals are strongly aligned with the *Imagine Austin Comprehensive Plan* (creativity, education, prosperity and value/respect of its people) and programmatic priorities of investing in our workforce, educational systems, creative economy and health. AAYHF's board of directors and partners in the Austin community are in full support of our projects, as evidenced by the letters of support attached to this proposal.

Today, the AAYHF is changing the story for over 8,000 high-risk and low-income youth each year from 5 school districts around Austin. With this grant AAYHF hopes to continue promoting the self-reliance and self-sufficiency of African American youth, adults their families and other low income communities. We appreciate the City of Austin for taking an interest in helping Austin's African American and low-income youth and families enrich their lives and communities by considering the full amount of funding requested.

Sincerely,

Michael R. Lofton

President, CEO, and Founder

Executive Summary

The African American Youth Harvest Foundation (AAYHF) provides wrap-around support, resources and referral services thru the African American Youth Resource Center (AAYRC) to addresses the multiple systemic issues facing low-income populations in Northeast Austin.

AAYHF's comprehensive programmatic strategies and strategic community partnerships achieve the primary self-sufficiency goals of providing *ENRICHMENT* for personal and community development of *low-income youth* by offering social services focused on workforce development, educational attainment, cultural enrichment and wrap-around support. This goal is strongly aligned with the *Imagine Austin Comprehensive Plan* (creativity, education, prosperity and value/respect of its people) and its programmatic priorities of investing in our workforce, educational systems, creative economy and health. Services proposed in the application are based upon the diverse needs of this population, including:

- Programming where youth are exposed to business concepts relevant to their workforce development goals and hands-on training and mentoring in digital and traditional media.
- The Family Academy program, designed to provide coaching and positive redirection for parents/students with attendance and truancy court violations.
- 3. African American Men and Boys/Women and Girls quarterly conferences.
- 4. Health and wellness counseling for achieving healthy lifestyles.
- GED preparation, high school credit recovery, financial literacy, work readiness
 training, occupationally specific instruction, college credit, training certifications,
 career and post-secondary placement assistance, and support services strengthened

further by the cooperative consortium with the American YouthWorks YouthBuild program.

PREVENTION programming and UNIVERSAL SUPPORT SERVICES for low-income youth, adults and their families. These services are aimed at aiding these populations' transition out of poverty by assisting individuals with or without criminal backgrounds in finding employment and/or gaining new skills; basic literacy and the attainment of GED and other advanced degrees; and financial literacy sessions.

AAYHF serves primarily the east area of Travis County. Travis County Health and Human Services (2011) reports the poverty rate is highest among Hispanic/Latino and Black/African American residents (23% for both groups) and although African American children (individuals under 18 years of age) make up only 10% of the Travis County child population, they represent 17% of children who are living in poverty. Among individuals 16 and over below the poverty threshold, 41% did not work in the past 12 months. The single most important predictor of future involvement in the juvenile justice system is a history of disciplinary referrals at school, and African Americans in Austin ISD make up 11.7% of the total student enrollment but represent 18% of all mandatory and 31% of all discretionary removals district wide (Public Policy Research Institute, 2005); and most students in low-income ZIP codes of Travis County are not served by out-of-school-time programs (Central Texas Afterschool Network, 2014).

AAYHF will continue a program strategy of providing culturally and family-centered workforce development, educational attainment, cultural enrichment and wrap-around support to assist low income individuals across the life continuum in building their capacities for self-reliance.

AAYHF is requesting \$621,716 and is in compliance with all applicable rules and regulations of

Federal, State and local governing entities and will comply with all relevant City of Austin contract terms and guidelines of this Request for Application (RFA).

Part I - Program Overview and Strategy

A) Connection to the Self-Sufficiency Goals and Life Continuum Categories

The cornerstone of AAYHF's services are delivered through the African American Youth Resource Center (AAYRC), a one-stop community center that offers a continuum of wrap around services to high-risk, low-income clients facing multiple barriers to self-sufficiency and stability. AAYHF delivers holistic, comprehensive services to low-income communities in a myriad ways that maximize the impact on the self-sufficiency of low-income communities including the service delivery directly by AAYRC staff, services provided via sub-lease of tenants and extensive partnerships/collaborations. Examples of AAYHF's direct service programs include the Family Academy Attendance and Truancy Court program, 360SG, Krew 12 mentoring program and Ivy Dolls and services provided via sub-lease of tenants include Austin Voices for Education and Youth, Austin Community College and Black Media Council, while illustrative examples of partnerships include Austin Independent School District, University of Texas Division of Diversity & Community Engagement and City of Austin HHSD. AAYHF's cooperative consortium with American Youth Works' YouthBuild Program will further strengthen the reach of programmatic solutions.

AAYHF provides client-centered services with a holistic approach, and the center utilizes the agency's integration into the community to improve access to services for clients, and when necessary refer clients to services to other City-funded or City-operated services. AAYHF will address the primary self-sufficiency goal of **ENRICHMENT** of the personal and community development of **African American and other low-income youth** by offering social services that promote excellence in academic, workforce and life endeavors. Secondary self-sufficiency goals

and life continuum categories will focus on <u>PROBLEM PREVENTION</u> programming and <u>UNIVERSAL SUPPORT SERVICES</u> for <u>low-income youth</u>, <u>adults and their families</u>.

See Attachment A1: Programmatic Solutions for

Three Areas of Excellence – This attachment describes

AAYHF's programs, their alignment to academic,

workforce, and life endeavor areas, and their connection

to Imagine Austin and Ready by 21 indicators and targets.

B. Target Population for the Goal(s)

Description of Target Population Served

Essentially, AAYHF exists as a programmatic solution to the City of Austin's African American Quality of Life Initiative's charge to enhance the quality of life of African

ATTACHMENT A1: PROGRAMMATIC SOLUTIONS for THREE AREAS OF EXCELLENCE

PROGRAM	OPCUPION	PROVIDEN PARTHER	Retropte to broging Austin/1821 Provides/ Indicators
360 95	Codego are planethy group for 47-67 grade burse and from Start is for young addits aged 48-24 where menture paids youth or deficing and emplementing their planes for success.	ALYMF	916-917 817/8821 – baseme 1
AATHF E American Youthwards (AYW) Cooperating	Contention of services include EED preparation, high school profit receivery, freeclast feature, coding one in native comfictions, some and destroyed placement establishes and second placement establishes and second services.	SAVNF AVV	FB21 - Mccano
Mrkum Serurkum Mass and Baya Contern nows	School-based canfers east offered to strongston Mincon Impercan you'll not furnished in strongston Mincon Impercan you'll not furnished in under you'll not a standard to strongston the strongston of the strongston to the strongston of the strongston of the strongston of the strongston in which the strongston you'll grade you'll	*AATHF ASSI	PIRAUTPLE
Mrian American Youth Besonese Center	Simpleyment in parties or cleaning broads consisting of college and conser employables as notices	AATHF	5929-107 PS P23 E #29
Academic Memoring	A tamework and a functional program provides multiple tenuces to main!	ALDIF	

Americans. Today, the AAYHF is changing the story of over 8000 mostly African American high-risk and low-income youth each year from 5 school districts around Austin. AAYHF has successfully provided services to K-12 and college-aged youth (16-23) and their families residing in the Northeast Corridor of Austin, TX, zip codes: 78721, 78723, 78724, 78425, 78752 and 78754. The community-based organization also serves other minority youth and families throughout Travis County, including those residing in the rural areas of east Travis County and areas where there is a high concentration of African Americans in the northern area of Travis County. Many community residents and youth in these zip codes live at or under 200% of the poverty level and face significant barriers to self-sufficiency and well-being. Since our inception,

in 2006 approximately 70% of those served are African American, 25% are Hispanic and 5% are White.

Demographically, and specific to the delivery of health, employment, educational, behavioral services by the African American Youth Resource Center (AAYRC), close to two-thirds (64%) of clients served were male and 35% were female. Nearly one-third (31%) of clients were in the 40 to 59 age range. Slightly more than one-half (51%) of clients were Black or African American. All clients served had incomes no greater than 150% of the federal poverty income guideline level. The success of AAYHF's exemplary performance in serving the African American and low-income community in Austin was featured in the Travis County Health and Human Services and Veterans 2013 report Child and Youth Development: 2012 Community Impact Report as one of the Department's Child and Youth Development Investment initiatives. Also AISD has reported AAYHF's services have successfully reduced the number of discipline referrals among African American students.

Other indicators of AAYHF's effectiveness in supporting African American youth, families and other low-income communities in building their self-sufficiencies across the life continuum includes: 1.) Number of quality, sustained partnerships, including churches, the City of Austin Police Department, AISD, Fire Department, Dell, Travis County Juvenile Probation Department and Precinct Judicial Offices and Courts, The University of Texas at Austin, Huston-Tillotson, and the NAACP, to name a few. 2.) Ability to recruit, retain and sustain relationships with the targeted population suggests a healthy level of respect and trust from often hard-to-reach populations. 3.) Array of wrap around, comprehensive services directly provided by AAYHF, thru sub lease social service delivery tenants and extensive partnerships. 4.) Successful

programmatic solutions in response to the City of Austin's African American Quality of Life Initiatives charge to enhance the quality of life of African Americans.

Additionally Targeted Population

With additional funding AAYHF seeks to continue to serve the same target populations, but would like to expand our services to more urban minority youth and families throughout the Greater Austin area who face significant barriers to achieving improved quality of life, such as those individuals with criminal backgrounds, unemployed individuals, and those who experience barriers to accessing health, educational, and/or technology resources. The cooperative partnership with AYW will provide a greater reach and breadth of services provided to the targeted population including GED preparation, high school credit recovery, financial literacy, work readiness training, occupationally specific instruction, college credit, training certifications, career and post-secondary placement assistance, and support services. This partnership will expand greatly needed services assisting individuals with criminal backgrounds in finding employment and/or gaining new skills and receiving financial literacy sessions. The addition of a van recently acquired from the Boys & Girls Club will allow better access for youth and families to the African American Youth Resource Center (AAYRC) and AAYHF programs who lack reliable transportation or for whom public transit services are not conveniently located. For example, many of our youth are unable to make it to the AAYRC without a ride or transportation, and so the van plays a critical role in transporting youth from the afterschool programs at Pearce and Garcia middle schools for services during the evening hour programs.

Data and Data Sources

Target Population Demographic/Census Data

AAYHF serves the majority of the groups who have poverty rates greater than the Travis County poverty rate of 15%. Travis County Health and Human Services 2011 and 2013 Community Impact documents report these groups as the unemployed (33%); young adults ages 18 to 24 years (34%), Black/African Americans (23%); children 5 to 17 years of age (19%); individuals with less than a high school education (27%); individuals who are not in the labor force (25%); and individuals who did not work in the previous 12 months (25%).

Quantified Target Population Unmet Needs

Poverty is most prevalent in Travis County along the I-35 corridor and areas east of I-35 have higher percentages of individuals living in poverty. AAYHF is strategically and centrally located to serve populations with these greater poverty rates. The distribution of the concentration of poverty in Travis County is similar to 2000, although the 2005-2009 data set suggests that the population in poverty is spreading out from the I-35 corridor, dictating AAYHF strategy to use the mobile van to reach more African American youth, adults, families and other low income communities in need. African American children (individuals under 18 years of age) make up only 10% of the Travis County child population, yet they represent 17% of children who are living in poverty. This statistic drives AAYHF's mission of the primary self-sufficiency goal of ENRICHMENT of the personal development and community enrichment of low-income youth. United Way (2012) reports the factors that put children's early learning and health at risk: poverty or low-income conditions disparities because of race, ethnicity or language, mother's low education level, under- or unemployed parents and exposure to violence in the home or neighborhood. The following offers an overview of the targeted populations unmet needs that

serve as drivers for AAYHF's programmatic solutions: African American students are significantly over-represented in schools' discretionary disciplinary decisions (suspensions and DAEP referrals) compared to their percentage in the overall student population (Texas Appleseed, 2007). Studies show that school suspension is associated with a higher likelihood of school dropout (Borman, Hewes, Overman, and Brown, 2002; Children's Defense Fund, 2007), specifically in Texas; 68 percent of African American and 65 percent of Hispanic students in Texas receive a high school diploma; Central Texas schools have more than 40 percent low-income students and showed some weaknesses in preparing students for college compared to schools throughout Texas with similar student demographics (Skillpoint Alliance, 2006); Austin/Travis Country Health and Human Services Department (2012) reports infant mortality rates among Black mothers is over two times higher than infant mortality rates among both Hispanic and White mothers; HIV is the 12th leading cause of death among Blacks (Austin/Travis Country Health and Human Services Department, 2012).

Applicant's trends in target population unmet needs

In monthly team meetings with the program directors and staff AAYHF collects information about the most salient social services need going unmet of those clients being served. Program evaluation forms are also collected for each of the programs to solicit feedback from participants on ways in which programs could better serve their clients' in helping them become self-sufficient. In addition, semi-annual participant focus groups are conducted to gain this similar type of information. AAYHF has traditionally identified and served populations with unmet need, for example the AAYRC Austin/Travis County HHSD identified the location as a prime area for access based on the location of high-need populations, and AAYHF established the

AAYRC as a one-stop, community-based site that would be easily accessible and meet needs such as health care, technology access, family supports, etc.

Waiting list information

At this time AAYHF has a waiting list for the Urban University Summer Camp that seeks to reduce school summer learning loss. Approximately 300 students apply but AAYHF has only been able to accommodate around 75 youth. The Summer Employment Initiative through the City of Austin has 200 youth who apply each year, for employment but AAYHF has only been able to accommodate 75 slots of these applicants.

Data from community databases such as Homeless Management Information System, showing target population unmet needs

AAYHF utilizes the following community database as a central driver for program development: Homeless Management Information System, Ready by 21 Dashboard and CAN portal. There is also a concerted effort to remain up-to-date on the unmet needs of African American youth, families and other low income communities by reviewing reports that identify significant needs of this population (i.e., *Priority Outcomes for Child and Youth Well-being 2012, Imagine Austin 2012, Austin/Travis County Community Health Assessment 2012*, etc.)

Describe the strategy/strategies that will be implemented to serve clients with a criminal history

AAYHF serves clients with criminal backgrounds such as "opportunity youth" (ages 16-24) who are insufficiently connected to school and/or employment, and adults at risk for entering or re-entering the criminal justice system without the interventions the organization offers.

AAYHF has a staff member who is nationally certified to meet the needs of ex-offenders and links clients with community resources. AAYHF and AYW's cooperative partnership will assist individuals with criminal backgrounds in finding employment, presenting skills to employers and/or gaining new skills; or other resources. This program stresses an education and training program designed to improve the economic prospects of clients with a criminal history by increasing educational attainment and developing occupational skills. Components of the program include: (1) basic academic skills instruction with a focus on GED preparation, if needed (2) occupational skills training, (3) training-related support services (such as transportation assistance and childcare), and (4) job placement assistance. These programs focus on employability competencies, mentoring and advice, and leadership development. The wrap-around services provided by the African American Youth Resource Center, linkages with community-based services and a 12-month follow-up are among the investments made in this population to build their capacities for self-sufficiency.

Client eligibility requirements

AAYHF will ensure the primary eligibility requirements listed in the Section 0620 are met and sources are recertified. Staff will be trained to use an intake form to gather eligibility information and if clients are not eligible for services they will be referred elsewhere. An exception to using the eligibility criterion is the African American Boys and Men Conferences where participants are not screened to participate in the conferences, although many community residents and youth in the areas surrounding the schools live at or under 200% of the federal poverty income guideline level and face significant barriers to self-sufficiency and well-being. Also, conference attendees are referred by the Travis County and City of Austin juvenile court systems to complete community service requirements.

National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care –

AAYHF makes certain all fifteen cultural and language differences are not a barrier to client access to services. In the appendix there is a chart outlining all the objectives indepth as to how AAYHF meets the fifteen CLAS standards.

See Attachment B1: Compliance with NCLS

C. Program Strategy to Accomplish the Goals

AAYHF program strategies are theoretically informed (Catalano, Berglund, Lonczak, Hawkins, 2004; Coyle, Kirby, Robin, Banspach, Baumler, Glassman, 2006; Morton and Montgomery, 2011; Denner et al., 2005);

ATTACHMENT B1: COMPLIANCE WITH NCLS

AAYHF'S Compliance with the National Culturally and Linguistically Appropriate Services

CLAS STANDARDS IN HEALTH AND HEALTH CARE	AAYRF MEETS THE OBJECTIVE
Principle 5	Randard
Provides efficive, aquitable, understandable and respectful quality are and services that are apparently to diverse cultural health beliefs and practices, preferred languages, bashib liverary and other communication basis.	 The AAVHF has developed a code of cultural effice for all agency staff and volunteers to follow.
Geraraance, Leeden	hip and Werkferen
Advances and sustain organizational governance and leadership that promotes CLAS and health expiry theoreth policy, practices and allocated resources	 The AAVHF encourages such service department within the agency to enter into a dialogue to ansen the cultural companiency of the services and recommendations for improvement.
Recrist, promote and support a culturally and inguistically diverse government, leadership and worldforce that me responsive to the population in the service area.	 The AAYHF collects year? demographics as a part of the initial self-axisement and compare them to those of the agency's clients, cashing every effort to entire that they are consistent.
Educates and trains governance, leadership, and workforce in a culturally and linguistically appropriate policies and practices on an ongoing basis.	 The AAYHF correspondes the goal of stuff diversity into the organizations' mission statement, strategic plans and objectives.
Communication and I	anguage Assistance
Offir language assistance to individuals who have limited English proficiency (LEP) and or other communication needs, at no cost to them, to facilitate timely access to all health care and services.	 The AAYHF educates staff and volunteers on the reads and rights of LEP individuals to access language services.

meet the criterion for research-based specific frameworks of successful youth development programs (Catalano et al., 2004, Roth, Brooks-Gunn, Murray, & Foster, 1998); meet the criterion for empowerment youth programs (Morton & Montgomery, 2011), prevention programs (Weissberg et al., 2003), social emotional learning (Greenberg et al., 2003), positive relationships with high quality facilitators and peers (Catalano et al., 2002), engaged learning (Coyle et al., 2006) and culturally and gender-specific adolescent groups (Mehta & Strough, 2010). A comprehensive discussion of research in the area of youth development programs can be found in the appendix for further reference.

Description of Program Strategy/Strategies

ENRICHMENT OF LOW-INCOME YOUTH

The "one stop shop" model of AAYHF social service provides ENRICHMENT to African American and other low-income youth by offering social services that promote excellence in academic, workforce and life endeavors. Below is a description of AAYHF's program strategies, level of evidence the program model falls in according to Section 0635 and discussion of how the proposed strategy reflect the evidence guidelines, rationale behind program design and how this design meets the specific needs of targeted population. See Attachment C1: Program Strategies - This attachment describes AAYHF's program strategies in the academic, workforce,

and life endeavor areas, and their relationship to design and research based ties.

PROBLEM PREVENTION AND

UNIVERSAL SUPPORT SERVICES TO

LOW-INCOME YOUTH, ADULTS AND

THEIR FAMILIES: PROGRAMMATIC

SOLUTIONS

PROGRAM STRATEGIES ALIGN WITH PRINCIPAL GOALS

The programmatic strategies discussed strongly align with the primary goal of self-sufficiency

ATTACHMENT C1: PROGRAM STRATEGIES

Description in Program Strategies and Approaches

· Excellence in Academics

PROGRAM	DESCRIPTION	LEVEL OF EVIDENCE REFLECT CATEGORY	RATIONALE OF PROGRAM DESIGN MEETS CLIENTS NEEDS
360 SG	College preparatory group for 4th-5th grade boys and Jump Start is for young adults aged 18-24 where mentors assist youth in defining and implementing their plans for success.	Promising consistent with theory and scholarly knowledge, Engagement, participation, outputs and outcomes of goals are documented.	Increases averages of college practicality (planning, access and completion)
AAYHF & American Youthwarks (AYW) Cooperative	Coordination of services include GED preparation, high school cradit recovery, financial literacy, college cradit, ranning certifications, career and post-secondary placement assistance, and support services.	Resenth- Based, compare outcomes for a group that had access to the partnessips combined services with those who did not but are similar on observable characteristics.	Invest in the successful completion of high school and post-secondary educational goals.
African American Men and Boys Conferences	School-based conferences offered to strengthen African American youth and femilies' quality of life experiences by:	Promising, consistent with theory and scholarly knowledge	Mentoring support, participation in educational workshops, natworking, increases awareness of college practicality, carest pathways and awareness of school and life roccess tools and strategies.

aimed at ENRICHMENT of personal and community development of <u>low-income vouth</u> by offering programmatic strategies informed by theory and scholarly knowledge related to excellence in academic, workforce and life endeavors. In addition, programmatic strategies

focus on <u>problem prevention programming</u> and <u>universal support services</u> for <u>low-income</u> youth, adults and their families.

PROGRAM STRATEGIES CORRESPOND TO IMAGE AUSTIN PLAN VISION STATEMENT & 1 OR MORE CORE MISSION STATEMENT Section 0500

The proposed strategies correspond to the Imagine Austin Comprehensive Plan vision because they seek to sustain the academic, workforce and life endeavors of African American youth, families and other low-income populations. AAHF's programs seek to create equitable access to academic and employment opportunities by building the capacities and leadership skills of this targeted population. Making Austin livable, educated, prosperous and a city that values and respects all its people becomes a reality when all its citizens are provided programmatic solutions focused on excellence in academic, workforce and life endeavors.

BARRIERS AND CHALLENGES: ACCESSING SERVICES & SOLUTIONS BUFFERED

Many of the clients served by AAYHF have multiple demands on their time. In response to this, AAYHF offers flexible service hours on evenings and weekends. Transportation is often a barrier for low-income families, and the AAYHF will provide access to the AAYRC and AAYHF programs for youth and families who lack reliable transportation or for whom public transit services are not conveniently located.

STRATEGIES IMPLEMENTED IN MULTIPLE LIFE CONTINUUM CATEGORIES & COLLABORATIVES/COOPERIVES WORK

Since AAYHF offers a "one stop shop" client-centered social service delivery model the holistic needs of clients across the life continuum are met and service delivery is maximized.

Noteworthy is the integration of the organization's services within the community, partnerships

and client linkages made to other City-funded or City-operated services. In the coming months, the City of Austin's Human Resources Division, Travis County Health and Human Services, Central Health's Medical Assistance Program have or will be launching satellite offices housed at the AAYRC to further enhance collaborative partnership and resources that will be offered to residents in the East Corridor of Austin.

BARRIERS AND CHALLENGES: IMPLEMENTING PROPOSED STRATEGIES & SOLUTIONS

As with any existing and new programming efforts, both AAYHF and AYW anticipate on-going challenges with working with transient populations and ex-offenders looking for re-entry into their community and job.

SUBCONTRACTOR PARTNERSHIPS/INFORMAL RELATIONSHIPS WITH SERVICE PROVIDERS NOT FUNDED UNDER THIS APPLICATION

There are currently no subcontractor partnerships funded however, AAYHF does benefit from community members who volunteer their valuable time to support the organization's mission.

PROJECT ACTIVITIES -- Entitled Harvest Foundation Youth Programs

Included in the appendix is a detailed description of the project activities for each of the proposed respective programs. This application is not proposing homelessness prevention and/or homeless intervention specifically.

D. Performance Measures-Impact on the Goals

AAYHF calculates the required and any other proposed outputs and outcomes based upon the annual performance measures required by the City of Austin and other funding sources. Baseline data from previous programmatic efforts is also factored. See attachment – Section 0640

E. Service Coordination -Coordination of services with other agencies to minimize duplication

AAYHF is the lead agency in coordinating the flow of project planning, implementation, reporting and evaluation among all partners offering services through the African American Youth Resource Center (AAYRC). AAYRC staff conducts regular meetings with active partners to establish efficient systems of communication and to avoid unnecessary client duplication of services. The organization also coordinates and delivers the African American Men and Boys Conferences with the assistance of over 20 education/social/community service agencies that provide information to conference attendees. Conference attendees are referred centrally by the Travis County and City of Austin juvenile court systems to complete community service requirements, therefore reducing the likelihood of service duplication. Service duplication is also unlikely in the Family Academy and Shift Ascension programs since youth are referred directly by AISD and the Travis County precincts.

Referring & Receiving Comprehensive Services

AAYHF regular staff meetings with active partners allows for opportunities for each partner to be privy to the breadth of services offered by each respective partner allowing for a steady stream of reciprocal referring and receiving clients. Semi-annually, AAYHF has an intern dedicated to updating a social services guide of services available to clients. The intern updates the guide by 1.) contacting other social services and collecting information related to the services

they offer; and 2.) providing the other agencies with information about AAYHF service delivery.

AAYHF is also actively involved in local community agencies meetings.

Memoranda of Understanding (MOU) Improves Service Delivery

The following services are coordinated by AAYFH via sub-lease of the following social service agencies whose services provide a "wrap-around" and greater impact on the multiple needs of the targeted population. These agencies are:

- City of Austin and Travis County HHSD provide remote health and social services from the AAYRC, including: health screenings and education, insurance referrals, etc.
- ii. University of Texas Division of Diversity & Community Engagement (UT DDCE) contributes interns for curriculum development, data management, administrative assistance, and program support for AAYHF programs
- iii. Austin Voices for Education and Youth focuses on strengthening schools and expanding opportunities for Austin's youth by improving campuses, engaging youth and influencing district-wide change
- iv. Austin Community College provides weekly English as a Second Language (ESL)
 and career development classes
- v. Black Media Council provides technology learning opportunities and media literacy
- vi. A New Entry, Inc. focuses on reintegration of ex-offenders into society
- vii. Karisma Pastoral Consultations & Educational Services spiritual and life counseling
- viii. Victoria Dorsey Drewy Counseling Services mental health counseling services

Clients Connected to Mainstream Resources/ Other City-Funded Services to Maximize Self-Sufficiency

The intake process involves collecting information regarding program eligibility. The case managers and staff for each respective program utilize this information to refer clients to mainstream resources/public benefits and or other city funded services in order to maximize the self-sufficiency of clients. When certain primary eligibility sources are recertified staff refer clients accordingly. Although many of the programmatic interventions described in this application impact homelessness, this application is not proposing homelessness prevention and/or homeless intervention services as the primary self-sufficiency goal.

F. Community Planning Activities

AAYHF is actively involved in community planning activities that are specific to the services proposed in this application. AAYHF's outreach coordinator attends the Ready by 21 Coalition of Austin/Travis County, Austin/Travis County Reentry Roundtable, and the St. John Community-School Alliance meetings, and additionally was invited to participate in the AISD Mentoring Advisory Council to work on systemic solutions related to promoting the achievement and excellence in academic, workforce and life endeavors of local income youth. AAYHF has also been active member and participant in the Central Texas Austin/Travis County Area Ready by 21 Coalition. This is particularly relevant to AAYHF's services that meet the Ready by 21 fifteen priority outcomes for child and youth well-being and the critical development areas; AYW has also been as equally active in attending meetings of RB21 and have contributed greatly to the Austin Opportunity Youth Collaborative. AAYHF initiated the compilation of a document describing the services provided by the AISD Family Resource Centers, the St. John Community Center,

For the City Network and other local resource centers in order to streamline services offered to low-income youth and their families. AAYHF is additionally actively involved in local and regional planning efforts with partnerships like the Community Action Network (CAN), a partnership of governmental, non-profit, private and faith-based organizations which leverage mutual resources to collectively improve social, health, educational and economic opportunities in our community, and E3 Alliance, a regional, data-driven education collaborative based in Austin, Texas.

Other AAYHF initiatives and involvement in other relevant community planning activities include: active engagement in the community planning activities of local churches, neighborhood boards, other low-income serving social service agencies, and coalitions; hosting of a luncheon to honor the legacy of Dr. Charles Akins and other community icons; coordination of "Adopt-A-Big Mama" civic campaign.

G. Overall Evaluation Factors Regarding Applicant

Managing Relevant Contracts

Local

1. Funder: City of Austin Health and Human Services

Contract Manager: Willie Williams, Liaison/Contract Manager for Community Based Resources Unit with Austin/Travis County HHSD Phone#: 512-972-5018

City of Austin DHHS (Y/N): Yes

Description of grant: This contract has supported and continues to support the AAYRC (African American Youth Resource Center) activities.

Contract periods and amounts: 10/01/2012 to 09/30/2013 for \$162,000, and 10/01/2013-12/31/2014 for \$343,430.

 Funder: Travis County Health and Human Services and Veterans Service Contract Manager: San Juana Ortega-Gonzales Phone#: 512-854-4122 City of Austin DHHS (Y/N): No Description of grant: This grant has supported and continues to support the AAYRC

Contract amount: 01/01/2012 to 12/31/2012 for \$257,000, and 01/01/2013 to 12/31/2013 for \$282,000.

3. Funder: Travis County Juvenile Probation Department

Contract Manager: Virginia Martinez, Division Director - Probation Services Phone#: 512-854-7099

City of Austin DHHS (Y/N): No

Description of grant: This grant has supported and continues to support the AAYHF's Juvenile Mentoring Initiative.

Contract periods and amounts: 02/01/2012-01/31/2013 for \$174,150

4. Funder: Austin Independent School District

Contract Manager: Adriana Ruiz, Executive Assistant to Edmund R. Oropez, Associate Supt for High Schools, AISD Phone#: 512-414-4471

City of Austin DHHS (Y/N): No

Description of grant: This grant allows the AAYHF to provide social and emotional services to at-risk students at LBJ and Reagan High Schools through (SHIFT) out-of-school "Ascension" alternative pilot

Contract periods and amounts: 08/28/2012-06/05/2013 for \$139,625, and 10/01/2013 to 06/05/2014 for \$144,419.90.

5. Funder: Austin Independent School District

Contract Manager: Jacob Reach, Chief Schools Office, AISD Phone#: 512-414-9646

City of Austin DHHS (Y/N): No

Description of grant: This grant allows the AAYHF to provide social and emotional services to at-risk students at Pearce and Garcia Middle Schools

Contract periods and amounts: 12/02/2013-06/05/2014 for \$94,895

6. Funder: Austin Independent School District

Contract Manager: John Shanks, Grant Director ACE Austin Afterschool program, AISD Phone#: 512-414-0290

City of Austin DH HS (Y/N): No

Description of grant: This grant allows the AAYHF to provide afterschool enrichment and startup funds for Garcia Middle School and Pearce Middle School.

Contract periods and amounts: 01/01/2014-09/30/2014 for \$63,080

7. Funder: Dell

Contract Manager's Name, Title: Michele Glaze, Strategic Giving & Employee Engagement Manager for US/Canada

Phone#: 512-723-7223

City of Austin DHHS (Y/N): No

Description of grant: Grant allows the AAYHF to offer the Dell Youth Citi 2.0 program Contract periods and amounts: 01/01/2012-12/31/2012 for \$75,000, and 01/01/2013-12/31/2013 for \$100,000

8. Funder: Boys & Girls Club

Contract Manager's Name, Title: Kelley Carmon, Manager of Program Services, Boys & Girls Club of the Austin Area

Phone#: 512-796-0201

City of Austin DHHS (Y/N): No

Description of grant: This grant allows the AAYHF to provide Krew12 after-school programs for grade levels 9-12 on Tuesday and Thursday afternoons at LBJ High School.

Contract periods and amounts: 01/23/2014-04/30/2014 for \$7,000

Experience Working with Target Population & Providing Services: Last 5 Years

Previous evaluative reports (2012-2013) highlight the experience of AAYHF providing services
to African American youth, their families and other low-income communities: Over 8, 000 low
income youth were served by AAYHF; 75% of youth served are African American and 18%
Hispanic/Latino; 99% of the youth and adults who participated in AAYHF programs show an
increase in quality of life (academic, health, financial, employment); 98% of the youth referred
through the Travis County Juvenile Mentoring Initiative make progress toward goals
established by the youth, family and juvenile probation officer; 97% of the High School and
Middle School students in Travis County attending programs and conferences grow in
awareness of college practicality; 97% who utilize the Dell Technology Lab and associated

programs increase basic computer skills; AAYHF has provided 56 conferences in 5 school districts since its inception, providing 1000 workshops to approximately 15,000 conference attendees; 92% of the referred youth increase school attendance; Only 1% of the juveniles referred through Travis County's Juvenile Mentoring Initiative reoffend; 17 outputs tracked for AAYHF programs; 15 outputs met or exceeded expectations by several percentage points.

H. Data Management and Program Evaluation

Success & Challenges of Data Management, Reporting & Experiences w/ Electronic Data System

AAYHF has been successful in collecting data from the AAYHF participants in terms of participation rates from registration sign-in sheets and workshop sign-in sheets. Data collected by administering pre-post questionnaires has tracked knowledge acquisition, and qualitative data is also collected to determine participant perceptions and satisfaction with components of the presentations. Staff are diligent about ensuring as many evaluation forms are collected from participants, however there are times when youth do not fully complete the forms. There has been greater success at administering pre and post measures to participants who attended educational sessions.

In terms of the African American Youth Resource Center, staff track utilization of services, number of referrals made for additional services within the AAYHF service delivery model and to other social service agencies, and satisfaction surveys. Youth are not always forthright in completing forms in a timely or thorough manner. Staff play a critical role in motivating youth to complete the forms by explaining the significance of how the information is used.

Similar data is collected for the other programs, AAYHF has developed an accountability protocol by which to assist staff in consistently ensuring clients complete the necessary evaluative forms. In addition, staff are trained to review evaluation forms to ensure they are complete before submitting them for data analysis. AAYHF and AYW will collect the grant requested data and have identified individuals within their respective agencies who will be responsible for reporting the required data.

The AAYRC Program Director supervises the planning, training, implementation, monitoring and evaluation of the project to ensure that Travis County, the City of Austin, AISD and other relevant stakeholders can use reliable, transferable and commonly accepted data points to measure program effectiveness and make a case for future funding.

AAYRC conducts program monitoring throughout the year using staff/program observations and academic, attendance and behavior records. An end-of-year final evaluation report will be created in partnership with AISD's External Evaluation Department, an evaluation consultant, and UT DDCE to measure progress toward goals and identify areas for improvement. The evaluation report will include the following elements: results from attitude/perception surveys administered to youth/family members via Survey Monkey; changes in outcomes over time; data from the internal monitoring process; demographics data; enrollment data; number of services provided and individuals served; comparison group data – matched as closely as possible to program participants; an examination of reading and math grades, STAAR/TAKS reading and math scores, school attendance, promotion rates, school discipline, and socioeconomic status; and other relevant factors.

Achievement of high implementation fidelity is one of the best ways of replicating the success of an original intervention (Carroll et al, 2007). To measure fidelity of implementation, AAYHF will measure five elements: adherence to the intervention ("operating as intended"), measured by documenting deviations from the project as described; exposure or dose, measured by documenting degree of deviation in number of days per week and hours per day; quality of delivery, measured by staff/activity observations using a reliable assessment tool; participant responsiveness, measured by activity observations and informal interviews with mentors, parents, students and campus personnel; and program differentiation (identifying which program elements are essential), measured by informal and structured interviews with mentors, parents, students and campus personnel. Data collected under the iterative development process will be used to make process-level adaptations throughout the course of the project period. The cumulative results of this incremental data will be used to make changes at the project level (annually implementation phases) which would redefine "operating as intended" for future years of intervention. Additionally, aggregate results will be reflected in AAYHF final annual evaluation report and used for project-level refinement. Applicants are not proposing homelessness prevention and/or homeless intervention services specifically as the focus of this grant.

I. Staffing Plan

AAYRC employs a single intake and assessment process that is driven by the simple goal that no client will be asked to repeat their Tier I demographic and referral information, whether accessing one or more than one service at the Center. Clients can be enrolled in AAYRC programs and services through walk-ins, service provider referrals, AAYHF conferences and public forums, and/or existing AAYHF programming in public schools and community-based

organizations. Based on the needs of a client, the intake specialist (AAYRC service provider and/or AAYHF staff member) provides assessment and determines what types of services the client will be triaged through the AAYRC. Typically, clients are triaged to three primary service groups: 1) AAYHF run and operated programs and services; 2) AAYRC service providers; and/or 3) external social service agencies. The Resource Center Coordinator position is responsible for providing general coordination of the client intake process, agency and provider referrals, and backup for data-tracking. This position is critical to insuring all AAYRC service providers are offering coordinated services, completing intake forms, and clients are receiving the continuum of services. The Youth and Family Program Director position is responsible for providing overall program management and service provision to all clients enrolled and engaged in Harvest run and operated programs such as: Tech Wiz, 360SG, Man-Up, Ivy Dolls, Krew 12, Family Academy, Dell Technology Lab, SHIFT, BEACON Workforce Development, and Ladies First. The Data Management Coordinator position is responsible for providing data entry and data management of all client services provided through the AAYRC and by the Harvest Foundation, which results in performance and client data reports. AAYHF employs a number of staff to carry out many of these direct service programs such as: Dell Lab/IT Coordinator, Resource Center Coordinator, AAYRC Administrative Assistant, Youth and Family Director, Family Academy Truancy Court Coordinator, Data Management Coordinator, Mentor Recruitment Outreach Coordinator(s), Workforce Development Coordinator(s), Youth Impact Coordinator, Outreach Coordinator, and general management and administrative support. Administrative and Program leadership for the entire organization is overseen by the Vice President of Administrative Operations, who supervises the Finance Director, Data Management Coordinator, Dell Lab/IT Coordinator, and Resource Center Coordinator, and the Vice President of Program Operations, who has oversight and management of all of the program staff. These leadership positions report directly to the Chief Executive Officer.

Part II. Cost Effectiveness

A. Budget

The total program budget being requested for this application is \$621,716, which is fully described in Section 0650 (See Attachment). AAYHF will be participating in a new cooperative partnership with the American YouthWorks' YouthBuild Program, which will be a subcontractor for this grant at \$100,000. The AAYHF fundraising and administrative percentage is 11%. This was calculated using our 2012 Form 990 using the following formula: \$66,200 (Management and General Expenses) + \$29,438 (Fundraising Expenses) = \$95,638, divided by \$868,918 (Total Revenue)= .11 x 100.

B. Cost per Client

- Average cost per City client served: \$129.52. This was calculated by adding 3,800 (unduplicated clients through the AAYRC) + 500 (unduplicated clients through AAWFDC) + 500 (school-aged students who demonstrated increased knowledge in college prep) = 4,800.
 \$621,716/4,800 = \$129.52 per client
- 2. Average cost per client served from all funding sources: \$166.06. This was calculated by adding 5,300 (unduplicated clients through the AAYRC) + 500 (unduplicated clients through AAWFDC) + 1,500 (school-aged students who demonstrated increased knowledge in college prep) = 7,300. \$1,212,215/7,300 = \$166.06 per client
- 3. Average cost per client achieving each of the performance measures proposed:

Output #1 & #4: Estimated combined cost: \$460,070 (\$621,716*74%), divided by 3,800 clients = \$121.07

Output #2: Estimated cost: \$80,823 (\$621,716*13%), divided by 500 clients = \$161.65

Output #3: Estimated cost: \$80,823 (\$621,716*13%), divided by 500 clients = \$161.65

- 4. While AAYHF will continue to provide broad based, comprehensive, wrap-around enrichment services to the general community through the AAYRC, the emergence of the new BEACON Workforce Development Center and cooperative partnership with American Youthworks significantly increases the cost per client unit because these targeted programs will be tailored to provide intensive, case management, and on-going services to underemployed and/or ex-offender populations with measureable outcomes (job placement, high school graduation, vocational training, certificate attainment) upon completion.
- 5. In Austin, 7 out of 10 high school students who did not graduate in four years had missed more than 10 days of school per year on average in High School. Every day a student is absent from class costs AISD \$45 in revenue from the state. If AISD raised the attendance rate by just 1 percent districtwide, it would result in \$5.6 million per year in increased state revenue. Under the state's new finance system, if AISD had 100 percent attendance it would generate about \$30 million in additional funding for the district annually. Approximately 155,000 men and women are in Texas Department of Criminal Justice (TDCJ) facilities, with more than 140,000 currently in prison units, costing an average of \$18,538 per individual per year. With a proposed \$129 per client rate to serve an at-risk youth, the return on investment and the cost of service delivery is minimal in comparison to cost schools, criminal justice, municipalities, public institutions spend to remedy the problem.

C. Program Funding Summary - See attachment - Section 0655

Part III. Local Business Presence - See attachment - Section 0605

Part IV- Bonus Evaluation Points

A. Collaboration to Additional Self-Sufficiency Goal(s) & Life Continuum Category

African American Youth Harvest Foundation (AAYHF) and American YouthWorks' (AYW) will combine their organizations' effective social service delivery to synergistically provide services focused on ENRICHMENT of the personal and community development of lowincome youth by offering social services that promote excellence in academic, workforce and life endeavors. The combined efforts of these agencies will provide a continuum of care to meet the comprehensive needs of low-income youth. AYW will provide a range of client services such as GED preparation, high school credit recovery, financial literacy, work readiness training, occupationally specific instruction, college credit, training certifications, career and postsecondary placement assistance, and support services. AAYHF will complement the AYW services by the wrap around services of the AAYRC. AAYHF will take the lead on offering enrichment groups to youth in the areas of building life skills and developing emotional intelligence, in addition to providing mentors to participants. AAYHF and AYW will provide services to address PROBLEM PREVENTION and UNIVERSAL SUPPORT SERVICES to low-income youth, adults and their families. Youth will receive social services from American Youthworks that they need to increase their level of education and career readiness as they move toward economic stability and AAYHF will supplement the impact of the services by the comprehensive services provided by the AAYRC.

This collaboration will enhance the scope and impact of these agencies in working for positive outcomes for disengaged youth in the low-income neighborhoods of Austin. The collaboration is a natural match of AYW's blended academic and vocational training, combined with guided connections to college and careers, with AAYHF's ability to provide mentors, assistance to families, health and wellness education and coaching, financial literacy training, and community wrap-around support.

Part III-Healthy Service Environment Tobacco-free Campus

The African American Youth Harvest Foundation (AAYHF) recognizes the hazards caused by exposure to tobacco smoke, as well as the life-threatening diseases linked to the use of all forms of tobacco (Center for Disease Control and Prevention [CDC], 2014). It is the policy of the AAYHF to implement a tobacco-free environment for all of its employees, program attendees, volunteers and visitors. This policy covers the smoking of any tobacco product and the use of oral tobacco products or "spit" tobacco, and it applies to all individuals-employees, program attendees, volunteers and visitors—of the AAYHF. Use of tobacco products is prohibited within the facilities or on the property of the AAYHF at any time. Furthermore, the policy prohibits tobacco use in all of its forms in both company vehicles and personal vehicles when transporting individuals on authorized business by the AAYHF. This policy will be implemented by employees being informed of this policy through signs posted in the AAYHF facilities and vehicles, newsletters, the policy manual, email, and/or orientation and training provided by AAYHF supervisors prior to 10/01/15. Program attendees, volunteers and visitors will be made aware of this policy through signs and explained to them by their supervisors and/or their hosts. Violations of this tobacco-free policy will be handled through the standard disciplinary procedure set by the AAYHF's policy manual. The AAYHF also commits to encouraging tobacco cessation by helping employees who want to quit using tobacco access cessation programs and materials.

Mother-Friendly Workplace - The African American Youth Harvest Foundation (AAYHF) is committed to creating a safe and welcoming environment to all of its employees, program attendees, volunteers and visitors. The AAYHF office location promotes and supports breastfeeding through its Mother-Friendly Workplace policy with the provision of accessible

locations allowing privacy. The policy will be implemented through all single-occupancy bathrooms becoming equipped with a sign for the door labeling it a "Mother-Friendly Area" and will have a sign-up sheet to schedule times to use the room in the bathroom.

Employee Wellness Initiative- The AAYHF's Employee Wellness Initiative is designed to promote healthy lifestyles for all employees of the AAYHF. This policy, which has already begun implementation and has a target date for full implementation by 10/01/15, places emphasis on promoting fitness, nutrition, tobacco-free lifestyles, and mental health and wellness. The initiative involves the Humana Vitality program, which gives employees opportunities to earn incentive points by making positive lifestyle changes; employees are encouraged to engage in fitness opportunities, preventive health activities and health assessments, and they gain points for accomplishments such as weight loss, smoking cessation and chronic disease management, stress-reduction, and exercise regimens that can be performed at one's workspace. Employees are also encouraged to take 30-minute wellness breaks, which will consist of physical exercise and/or mental health boosting techniques, such as stress-reduction interventions (e.g. yoga, prayer and meditation). These wellness breaks will require supervisor approval and will be formally documented. Additionally, to promote better work-life balance and positive mental health, the AAYHF employees are to refrain from sending non-urgent emails to other employees between 10pm and 6am Monday through Friday, all day Saturday and Sunday, and all office holidays.

Violence Prevention Policy - The African American Youth Harvest Foundation (AAYHF) is dedicated to providing a safe and healthful workplace free from violence and threats of violence. The AAYHF's violence prevention policy defines violence as an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force

that would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with an employee without his or her consent that entails some injury; and stalking an employee in a manner that may cause the employee to fear for his or her physical safety and health when such stalking has arisen through and in the course of employment. This definition also includes all forms of relationship violence that intrudes into the workplace, endangering a person in the relationship or others in the workplace. Relationship violence is physically, sexually, and/or psychologically abusive behavior that a household member or dating partner uses to establish and maintain control over another person. As identified by the AAYHF's violence prevention policy, violent or threatening behavior can include: physical acts, oral or written statements, harassing email messages, harassing telephone calls, gestures and expressions or behaviors such as stalking. This policy applies to all of the AAYHF's work and program locations including offices, classrooms, work sites, vehicles, and field locations.

Consequences for individuals who engage in violent behavior include being removed from the premises, and may be subject to dismissal or other disciplinary action, arrest and/or criminal prosecution.

Implementation procedures required for reporting urgent threats—defined in the policy as actual violent behavior, or where it appears that violent behavior is likely to take place—first include calling 911. Once law enforcement has been notified, the individual shall alert his/her supervisor to the situation. Procedures for reporting emerging or potential threats include alerting his/her supervisor to the situation and together they will create an intervention plan using their discretion and knowledge of best practice. The AAYHF's violence prevention policy also outlines what a supervisor should do if one of his/her supervisees is feeling threatened.

Section 0835: Non-Resident Bidder Provisions American Youth Harvest Foundation A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended: Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"? Resident Bidder (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder. B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? Answer: N/4 Which State:_ C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid

under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said

state?

Answer: N/

Section 0615 Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:	Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:
☐ Safety Net Infrastructure ☐ Transition Out of Poverty ☐ Problem Prevention ☐ Universal Support Services ☑ Enrichment	☐ Early Childhood Youth ☐ Adults and Families ☐ Seniors & Persons with Disabilities

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

Self-Sufficiency Goals:	Life Continuum Categories:		
☐ Safety Net Infrastructure ☐ Transition Out of Poverty ☐ Problem Prevention ☐ Universal Support Services ☐ Enrichment	☐ Early Childhood ☐ Youth ☐ Adults and Families ☐ Seniors & Persons with Disabilities		

Section 0640 Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

OUTPUT # 1 (Required)	City of Austin Annual Goal	All Other Funding Sources Annual Goal	TOTAL (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	3800	1500	5300
OUTPUT # 2 (Required)	City of Austin Goal	All Other Funding Sources Goal	TOTAL (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	11400	4500	15900
OUTPUT # 3 (Proposed) Number of unduplicated unemployed/underemployed clients screened, served and/ or supported through AAWFDC	City of Austin Annual Goal	All Other Funding Sources Annual Goal (9 months contract goal)	TOTAL (City + All Other) Annual Goal
Workforce Development Center	500	N/A	500
	City of Austin	All Other	TOTAL (City +
OUTPUT # 4 (Proposed) Number of School- Aged Students who will demonstrate increased knowledge in college prep planning, ACT/SAT testing, entry requirements and financial aid.	Annual Goal	Funding Sources Annual Goal (9 months contract goal)	All Other) Annual Goal
	Particular Company	4000	
	500	1000	1500
Youth and Family Programs/Conferences			
	City of Austin Annual Goal	All Other Funding Sources Annual Goal (9 months contract goal)	TOTAL (City + All Other) Annual Goal

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

680

Section 0640

Program Performance Measures and Goals

Number of clients participating in a AAYRC self-sufficiency, academic, or employability skills improvement course or program (denominator)	
Percent of individuals who demonstrate improved self-sufficiency outcomes through the AAYRC (outcome rate)	

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of School-Aged Students who will demonstrate increased knowledge in college prep planning, ACT/SAT testing, entry requirements and financial aid. (numerator)	450
Number of School-Aged Students who will participate in college prep planning, ACT/SAT testing, entry requirements and financial aid.	500
Percent of School-Aged Students who show increased knowledge in college prep planning, ACT/SAT testing, entry requirements and financial aid. (outcome rate)	85%

Total Program Performance – OUTCOME # 3 (Required)	Total Program Annual Goal
Number unemployed/underemployed clients demonstrating improved Workplace Readiness outcomes (IE. Skills Assessments, Employability Skills Training, Job Placement and Workplace Coaching) (numerator)	400
Number of unemployed/underemployed clients receiving Workforce Development Services and Support (IE. Skills Assessments, Employability Skills Training, Job Placement and Workplace Coaching). (denominator)	500
Percent of unemployed/underemployed clients demonstrating improved Workplace Readiness outcomes (IE. Skills Assessments, Employability Skills Training, Job Placement and Workplace Coaching) (outcome rate)	80%

Total Program Performance – OUTCOME # 4 (Proposed)	Total Program Annual Goal
Number of targeted clients that will show quality of life improvement through co-facilitated support and services from AAYRC and AYW collaborative (numerator)	25
Number of projected clients that will participate in quality of life services and supports co-facilitated by AAYHF and AYW. (denominator)	30
Percentage of clients served through AAYHF and AYW cooperative services that show improved quality of life/self-sufficiency outcomes.	83%

Section 0645 Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title		Program Staff FTE's
Workforce Development Coordinator		2
Workforce Development Assistant		1
Program Impact Coordinator		1
Outreach Coordinator		1
SHIFT Mentoring Coordinator		2
Resource Center Coordinator		1
Family Academy Coordinator		1
DELL Lab Coordinator		1
Data Management Coordinator		.25
Student Support Services Coordinator		.10
Director of Programs		.40
Administrative Assistant		.25
Director of Finance		.25
VP of Program Operations		.25
VP of Administrative Operations		.25
CEO/Founder/President		.25
	TOTAL FTEs =	12

Section 0650 Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
		PERS	ONNEL			
1. Salaries plus Benefits		166,666	83,292		373,250	623,208
A. Subtotals; PERSONNEL		166,666	83,292		373,250	623,208
		OPERATIN	G EXPENSES	S		
2. General Operating Expenses		133,629	133,629		206,749	474,007
3. Consultants/ Contractuals		50,000	50,000			100,000
4. Staff Travel - Out of Travis County						
5. Conferences/Seminars - Out of Travis County						
B. Subtotals: OPERATING EXPENSES		183,629	183,629		206,749	574,007
	DIRECT AS	SISTANCE	for PROGRA	M CLIENTS		
6. Food/Beverage for Clients		1,500	1,500		7,000	10,000
7. Financial Assistance for Clients		750	750		3,500	5,000
8. Other (specify)						
C. Subtotals: DIRECT ASSISTANCE		2,250	2,250		10,500	15,000
	CAPITAL O	JTLAY (with	per Unit Cost	over \$5,000/unit)		
9. Capital Outlay						
D. Subtotals: CAPITAL OUTLAY						
		то	ΓALS			
GRAND TOTALS (A + B + C + D)		352,545	269,171		590,499	1,212,215
PERCENT SHARE of Total for Funding Sources:	%	29%	22%	%	49%	100%

Section 0650 Program Budget and Narrative

Program Subcontractors

	SUBCONTRACTOR #1		
Name of Subcontractor	American Youth Works		
Term of Subcontract (mm/dd/yyy)	Start date: 10/01/2015	End date: 09/30/2016	
Services to be Subcontracted	Academic and Vocationa	Academic and Vocational Youth Training	
Number of Clients to be Served (if applicable)			
	Dollar Amounts by Funding Sour	ce:	
CITY of AUSTIN amount \$ 100,000	**ALL OTHER Sources amount	TOTAL \$ 100,000	

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly,

Section 0650 Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed <u>City</u> expenses from your Program Budget form. Explanations for the "Other Sources" line items are not required.

	PERSONNEL	NARRATIVE/ Descriptions
1.	Salaries and Benefits	Salaries and benefits for 12 FTE mentoring, coordinating and supervising AAYHF programs; fringe benefits include FICA, SUTA, worker's compensation, medical and dental insurance
	OPERATING EXPENSES	
2.	General Operating Expenses	Rental costs associated with lease space for African American Youth Resource Center, program supplies, telecommunication costs, equipment expenses, etc.
3.	Consultants/ Contractuals	Academic and vocational youth training
4.	Staff Travel - OUT of Travis County	
5.	Conferences/Seminars/ Training - <u>OUT of Travis</u> <u>County</u>	
	DIRECT ASSISTANCE	
6.	Food/Beverage for Clients	Light snacks for youth during AAYRC after-school and summer programming, and breakfast for youth and families during weeken programming
7.	Financial Assistance for Clients	Workforce training stipends, bus passes
8.	Other Direct Assistance (must specify)	
	CAPITAL OUTLAY	
9.	Capital Outlay (must specify)	

Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyy)	Funding Period End (mm/dd/yyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$621,716
Travis County	HHS Social Services Contract	10/01/2015	09/30/2016	\$354,899
Dell	Corporate Grant	11/01/2015	10/30/2016	\$124,000
AT&T	Corporate Grant	01/01/2015	12/31/2015	\$111,600
F	FUNDING AMOUNT TO	TAL:		\$1,212,215

MEMORANDUM OF UNDERSTANDING

Between

AMERICAN YOUTHWORKS (AYW) And AFRICAN AMERICAN YOUTH HARVEST FOUNDATION (AAYHF)

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement between American YouthWorks (AYW) and African American Youth Harvest Foundation (AAYHF) with regard to maintaining the continuity of services for American YouthWorks clients while exploring potential synergies and expanding outreach that can be created through combining the two agencies' expertise in providing academics, career readiness, and other critical services to youth who are most in need.

L. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and set forth the relative responsibilities of the parties insofar as they relate to the provision of services to youth.

II. Duration of Agreement

The period for performance of this agreement to provide services for the 2014-2015 School Year shall begin on effective date of the contract 9/1/14 and shall terminate on 6/30/15 or unless cancelled by one of the parties in accordance with the terms set forth herein.

III. Program Description

AAYHF and its partners will coordinate a system that will allow clients to receive services from American Youthworks that they need to increase their level of education and career readiness as they move toward economic stability. African American Youth Harvest Foundation (AAYHF) and American YouthWorks' (AYW) will combine their organizations effective social service delivery to synergistically provide services focused on ENRICHMENT of the personal and community development of low-income youth by offering social services that promote excellence in academic, workforce and life endeavors. The combined efforts of these agencies will provide a continuum of care to meet the comprehensive needs of low-income youth. AAYHF will complement the AYW services by the wrap around services of the AAYRC. AAYHF will take the lead on offering enrichment groups to youth in the areas of building life skills and developing emotional intelligence, in addition to providing mentors to participants. The range of client services will include GED preparation, high school credit recovery, financial literacy, work readiness training, occupationally specific instruction, college credit, training certifications, career and post-secondary placement assistance, and support services.

IV. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of laws and regulations, which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

V. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement, and in recognition of the public benefits to be derived from the implementation of the programs involved, the parties agree that their responsibilities under this Agreement shall be as follows:

a. African American Youth Harvest Foundation shall:

- Serve as the fiscal and programmatic agent for the City of Austin's 2014 Self-Sufficeincy Continuum: Social Services Solicitation Number: EAD0116
- Aid American Youthworks YouthBuild program in recruiting members in Northeast Austin and in the Greater Austin area to fully participate in and complete the program.
 - 1. referrals should meet the following criteria
 - a. 17-24 yrs old
 - b. low income (80% MFI/200% FPIL)
 - c. lacking HSD/GED or have significant academic deficits
 - d. be unemployed or underemployed
 - e. Needing vocational skills training
 - f. facing other barriers to employment and educations, including but not limited to homelessness/unstable housing; pregnant or parenting; involved in the criminal justice system/ex-offender/child of incarcerated parents; aging out of Foster Care system
- Provide those members with transportation services to and from the program at 1901 E. Ben White Blvd. Austin, TX 78744. This may be in the form of gas gift cards, bus passes, or vehicles taking them to and from the site.
- 4. Support members in over-coming barriers to completion of their education and service goals,
- Lead on-site enrichment groups with members of YouthBuild twice a week that build life skills and emotional intelligence.
- 6. Provide mentors to YouthBuild members in need of support.
- Conduct quality assurance activities with the partners to ensure both compliance and continuous improvement.

b. American YouthWorks shall:

- Enter into a financial contract with AAYHF based on the budget and performance outcomes submitted to and accepted by the City of Austin.
- Appoint a designated primary point of contact to assume responsibility for coordination with AAYHF staff on programmatic and fiscal needs.
- Appoint a designated executive-level representative to meet regularly with AAYHF to review status of agreement.
- Provide the following services at outcome target levels and budget amounts indicated and accepted in the City of Austin application:
 - American YouthWorks provides blended academic & vocational training, combined with wrap-around support services and guided connections to meaningful careers for AAYHF-referred Youth, including
 - i. GED and High School Diploma Instruction
 - ii. Computer & Financial Literacy Classes
 - iii. Occupational Skills Training
 - iv. Case Management & Counseling
 - v. Career Exploration, Assessment & Planning
 - vi. Job Search Assistance
 - vii. Internships w/ local employers
 - viii. Employment Retention Services
 - ix. Assistance enrolling and persisting in post-secondary education and training
- 5. Report data on enrollments and outcomes as needed by AAYHF for COA-HHS reporting.

- Conduct eligibility determination, intake, and educational assessments as needed by AAYHF for COA-HHS reporting.
- Receive client referrals from other partners in the Continuum as appropriate, and refer clients to
 other partner agencies as appropriate to ensure that clients receive the most beneficial services
 based on their workforce and education needs.
- Provide as needed by AAYHF, and the City of Austin as required, performance and fiscal reports on an agreed upon schedule.

VI. Allocation of Costs

The participants in this project assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. Future financial costs will be determined in the specific contract that comes out of this agreement.

VII. Amendment or Cancellation of Agreement

This Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be cancelled by either party upon sixty (60) days written notice except where the cancellation is for cause, i.e., a material and significant breach of the provisions of this Agreement, it may be cancelled upon delivery of written notice to the other party.

VIII. Contacts

American YouthWorks

David Clauss

1901 E. BEN WHITE BLVD. Austin, TX 78741 dclauss@americanyouthworks.org Phone: (512) 744-1900

African American Harvest Foundation

Janice Johnson Shephard VP of Program Operations 6633 Hwy 290 East, Suite 307 Austin, TX 78723

Email: coo@aambharvestfoundation.org

Phone: (512) 291-6081

Approved:

The undersigned parties bind themselves in the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Michael 'Parc' Smith

Chief Executive Officer

American Youth Works

Date

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Michael Lofton Chief Executive Officer African American Youth Harvest Foundation Date



AAYRC TENANTS MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is made effective as of March 17, 2014 and will end by January, 2015 between the African American Youth Harvest Foundation (AAYHF) and Travis County Health and Human Services — DBA "AAYHF" in Austin, Texas.

This memorandum of understanding ("MOU") is being executed by the undersigned as of March 17, 2013 for the purpose of establishing the terms under which the organizations will coordinate with respect to the planning and implementation of the African American Youth Resource Center (AAYRC) activities relating to Academic, Physical/Mental, Financial, Relational and Spiritual supports/resources/ efforts underway by the African American Youth Foundation to address disproportionality issues in Central Texas.

Background

The African American Youth Harvest Foundation (AAYHF)continues to provided programs and services through the AAYRC; a "One Stop Shop" of wrap around services, youth programs and community resources as part of a strategic effort to undergird African American youth and families more fully in Central Texas, and especially, those residing in Northeast corridor of Austin. Community participation in the planning and implementation of AAYRC's work is critical to its success and sustainability. Accordingly, THE AFRICAN AMERICAN YOUTH HARVEST FOUNDATION, A NEW ENTRY INC., AUSTIN VOICES FOR EDUCATION AND YOUTH, AUSTIN COMMUNITY COLLEGE ESL, ALLIANCE FOR AFRICAN AMERICAN HEATLH IN CENTRAL TEXAS, BLACK MEDIA COUNCIL, CITY OF AUSTIN—HEALTH AND HUMAN SERVICES DEPARTMENT, GIRLS INC.—AUSTIN HIV PREVENSION OUTREACH SERVICES, COMMON SOLUTIONS, ISWAG INCORPORATED, MEM CONSULTING, MOM'S PLACE—WIC BREASTFEEDING CLINIC, KARISMA PASTORAL CONSULTS AND EDUCATION SERVICES, VICTORIA I. DORSEY PROFESSIONAL COUNSELING SERVICES, REROUTE, TRAVIS COUNTY HEALTH & HUMAN SERVICES & VETERANS SERVICE, UNIVERSITY OF TEXAS—DEPARTMENT OF DIVERSITY AND COMMUNITY ENGAGEMENT., hereafter known as "290 East Community Partners", have each agreed to provide community-based services through the AAYRC with the following common goals of:

- Increasing African American youth and families, and other Northeast Corridor resident's awareness and access to AAYRC "One Stop Shop" array of services and how these will contribute to better academic, health, financial, social and spiritual outcomes for this community.
- Ensuring that AAYRC's collective implementation activities aim at meeting the City of Austin and Travis
 County Contract of Services goal for AAYHF to serve 4500 unduplicated youth and parents that receive
 assessments, services or resources support.
- Contributing to the 'high quality data" system to ensure AAYRC is sustainable and on-going in order to enhance quality of life outcomes for African American youth and families.
- 4. Building community buy-in and support around AAYRC's programs, services and resources to community.



The 290 East Community Partners enter into this MOU providing for the coordination of their resources, services and program efforts in order to maximize their cumulative contributions toward the goals above.

Goals and Framework for Partnership

- The 290 East Community Partners will work to create key messages in order to focus activities and maximize the impact of the AAYRC.
- 290 East Community Partners will work to provide information to the community to create broad based buy-in and support from the community for the AAYRC.
- The 290 East Community Partners will utilize each other's expertise to build a common message/vision and to strengthen each other's efforts around this message/vision.
- Each community partner will reach out to its constituency in order to ensure that the AAYRC message is delivered to hard-to-reach populations and is broadened to include stakeholders outside of the Northeast corridor setting.

Joint Planning and Progress Review Meetings

In forming a new collaborative partnership, it is often necessary to devote extra time to identify, plan and effectively implement partnership activities. The following schedule of meetings is thus recommended to initiate the partnership, but the schedule may be modified as deemed necessary by the partners.

- Frequency: All partner organizations meet at least once every quarter for tenant meetings to discuss AAYRC business, via phone conference and/or in-person meetings.
- 2. Location: AAYRC Conference Room or agreed upon alternative location.
- Record keeping: AAYRC Receptionist/Resource Center Coordinator will take meeting minutes, which will be transcribed and distributed to all participating partners.

Communication and Operational Protocols

- Events: 290 East Community Partners will create a shared online, collective calendar on which to post upcoming
 event details, conference room reservations to facilitate distribution among partner networks. To the extent
 possible, partners are asked to post events with one month's notice when possible.
- Publications: Publications that advertise 290 East Community Partners logos, program information or services will be posted to the secure shared web space (Google docs or other) three days prior to release for review

and feedback from partners. It is understood that items are posted for feedback and review, rather than approval by other partners. When it is not possible to post publications in advance, partners are asked to post publications to the shared site upon release to the public.

- Media Releases: Media releases will be posted to the secure shared web space one day prior to release. When
 it is not possible to post in advance, partners are asked to post media releases to the shared site at the time of
 release to the public and media.
- Building Facilities: All tenants must adhere to the requirements of their building lease agreements and any
 particular facility needs should be taken to the Resource Center Coordinator and/or VP of Administrative
 Operations for consideration.
- 5. Internet/Telephone Services: Tenants will be responsible for acquiring their own internet connectivity and phone services for their offices. To the extent possible, AAYHF may be able to provide basic coverages if needed, but if those demands exceed our capacity or require additional costs or resources those services may be passed on or not available to be provided.
- Copying and Printing: Tenants will be responsible for providing their own copying and printing for their
 programs and services. However, if some cases, if copying and printing is required, AAYHF will consider providing
 coping/printing capability at agency costs for reimbursement.
- 7. Conference & Meeting Room Reservations & Maintenance: AAYHF will provide shared conference room space to tenants when AAYRC primary programming is not taking place or available. AAYHF programming will take priority and can supersede other tenant events and programming. Tenant availability will based on a first come first served basis and scheduling events/meetings in advance. AAYHF will work diligently to accommodate requests when possible. Tenants will be required to keep all shared spaces (conference rooms, lobbies, hallways) clean, safe, presentable, and left in way they were obtained on a regular basis.

Accessibility for Consultation outside of Regular Meetings and Data Sharing Agreement:

- We expect that we will have regular, free and open sharing of information, ideas and advice between and among ourselves.
- 290 East Community Partners will follow AAYHF's procedures for capturing AAYRC data and for
 requesting access to AAYRC data. Partners understand that access is not automatic and is governed by
 confidentiality standards.
- 290 East Community Partners will provide specifics about how information, input and data is gathered (including the type of event, number of persons attending, community meetings or responding to surveys, captured into the following categories: academic, physical/mental, financial, relational and spiritual etc.).
- 4. Partner organizations will be kept appraised of the process being undertaken by AAYRC to use the input that has been communicated by the partners.

Procedures for Collaborative Resolution of Conflicts

These agreements include only issues relevant to the operation of this AAYRC partnership and to the extent that they affect each partner's commitment to AAYRC programs, resources and services. They do not apply to issues related to policy, legal statutes, or systems operation outside the definition of this partnership.



Signatories agree to discuss all important issues, and to try in good faith to resolve possible conflicts quickly and amicably.

- b. If issues cannot be resolved among the signatories, to include THE AFRICAN AMERICAN YOUTH HARVEST FOUNDATION, and 290 Community Partners/tenant then the next step will be to involve the representative Boards/Director/ liaison to intervene.
- c. Should resolution not be reached and to the extent that issues would cause the 290 East Community Partners collectively or Individually miss a key commitment/deliverable per their agreement(s) with the AFRICAN AMERICAN YOUTH HARVEST FOUNDATION (AAYHF), then an outside mediation agency will be contracted and asked to participate in the development of an acceptable resolution of the issue by the affected partners.
- d. If a tenant is conducting themselves in building that is counterproductive to harmonious tenant relations, creates undue hardships on other internal and/or external constituents, and/or jeopardizes the good name and reputation of others, AAYHF will escalate this matter for immediate resolution or possible termination of this agreement.
- e. Liability: The tenant shall indemnify, save and hold harmless AAYHF against any and all expense and liability of any kind which AAYHF may sustain, incur or be required to pay arising out of this contract; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of AAYHF or any of its officers or employees.
- f. Indemnification: Each party shall indemnify and hold harmless the other party from any and all expenses and liability resulting from or arising out of any negligence or misconduct on such party's part to the extent that the amount exceeds the applicable insurance carried on the Business.

g. Termination: AAYHF or the Tenant/Social Service Provider may cancel/terminate this agreement at any time with a 30-day written notice to the other party.

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the day

and year of 2019 first above

written.

African American Youth Narvest Foundation Inc.

Executive Director

A New Entry Inc.

Authorized Representative

Austin Voices for Education and Youth

Authorized Representative

Austin Community College - ESL

Authorized Representative

Union States	1.1
Maria E Overton	COA Catual Pill
Alliance for African American Health in Central Texas	Mom's Place - WIC Breastfeeding Clinic
Authorized Representative	Authorized Representative
Sand Savila	Q- NK
Karisma Pastorial Consulting and Educational Services	ReRoute, Inc.
Authorized Representative Coursely 10	Authorized Representative
Mandalen	COA Confined HRY
Victoria Dorsey Professional Counseling	City of Austin HIV Prevention Outreach Services
Authorized Representative	Authorized Representative
Mar on FIE, MICH	Mon onfile, MINE
Black Media Council	Common Solutions
Authorized Representative	Authorized Representative
Moy on file M. D.	- Cot Catut dell' L
MEM	City of Austin HHS – Chronic Disease Education
Authorized Representative	Authorized Representative
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Authorized Representative	Authorized Representative





Highland Business Center • 5930 Middle Fiskville Road • Austin, Texas 78752 • (512) 223.7000

August 9, 2012

Janice M. Johnson Chief Operating Officer 6633 Hwy 290 East, Ste. 307 Austin, TX 78723

Dear Ms. Johnson,

Enclosed is the signed and executed Memorandum of Understanding (MOU) between Austin Community College District and African American Men and Boys Harvest Foundation.

The Austin Community College District Adult Education Division is looking forward to continuing our successful partnership with you. Any additional questions can be addressed to me at 223-7738 or email dborden@austincc.edu.

Sorden

Sincerely.

David Borden Executive Director

Adult Education Division

Enclosure: MOU

MEMORANDUM OF UNDERSTANDING

Between

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC)

And

AFRICAN AMERICAN MEN AND BOYS HARVEST FOUNDATION (AAMB HARVEST FOUNDATION)

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement between Austin Community College District (ACC) and AAMB Harvest Foundation with regard to the implementation of comprehensive adult education programs at sites throughout Travis County.

1. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and set forth the relative responsibilities of the parties insofar as they relate to the provision of adult education services.

11. Duration of Agreement

The period for performance of this agreement shall begin on July 1, 2012 and shall terminate on June 30, 2013 or unless cancelled by one of the parties in accordance with the terms set forth herein.

III. Program Description

Austin Community College District received a Notice of Grant Award (NOGA) from the Texas Education Agency (TEA) approving an Adult Education and Family Literacy grant to provide comprehensive adult education programs at community sites throughout Travis County to include AAMB Harvest Foundation.

IV. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of laws and regulations, which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

V. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement, and in recognition of the public benefits to be derived from the implementation of the programs involved, the parties agree that their responsibilities under this Agreement shall be as follows:

a. Austin Community College District shall:

- Provide all instructional staff required to implement an agreed upon number of adult education classes.
- Ensure ACC funded instructors receive at the least the minimum required pre-service and in-service hours as mandated by the grant.
- Conduct ongoing orientation, retention and assessment of students as mandated by the grant.
- 4. Provide instructional material.
- Supply photocopy paper for ACC Instructor to use in the AAMB Harvest Foundation photocopier on site.
- Set Average Daily Attendance (ADA) class limits, and review all ADA records to be in compliance with TEA requirements.
- Enter student and instructor data into the Texas Educating Adults Management System (TEAMS) as mandated by TEA.
- Notify AAMB Harvest Foundation of any major program changes as they occur.
- Provide AAMB Harvest Foundation with a copy of the AE instructor notebook, upon request, so they are aware of the policies and procedures that all AE instructors must follow.
- Appoint a project coordinator who will be responsible for regularly communicating with designated AAMB Harvest Foundation project coordinator.
- Conduct semi-annual Travis County Adult Education Consortium meetings.
- Send AAMB Harvest Foundation registration and program information for distribution to prospective students.

b. AAMB Harvest Foundation shall:

 Provide classroom space at the AAMB Harvest Foundation site for daytime instruction. Classrooms should be able to accommodate a minimum of 15 students to include, tables, chairs, instructor files and resources. Classroom should be free of distractions that will have a negative effect on the learning environment.

- Allow the instructor and class to use the computer lab for at least one hour per day during class time.
- Notify the instructor at least one week in advance if the classroom will not be available (repairs, meetings, etc). Assist the instructor in finding an alternate place for the class to meet.
- Provide a key, if necessary, for access to all teaching locations to ACC instructors, as approved by AAMB Harvest Foundation.
- Provide instructors with a list of site information, which includes information about security, rules for use of classroom space, and reports required from instructors.
- 6. Assist in promoting the ACC ESL or ABE classes.
 - Allow ACC Instructor access and use of on-site photocopier.
- Appoint a project coordinator who will be responsible for regularly communicating with designated ACC project coordinator.
- A representative from AAMB Harvest Foundation is invited to attend the semi-annual Travis County Adult Education Consortium meetings held by ACC.

VI. Allocation of Costs

The participants in this project assume full responsibility for their respective costs associated with their performance of the terms of this Agreement.

VII. Amendment or Cancellation of Agreement

This Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be cancelled by either party upon sixty (60) days written notice except where the cancellation is for cause, i.e., a material and significant breach of the provisions of this Agreement, it may be cancelled upon delivery of written notice to the other party.

VIII. Contacts

Austin Community College District

David Borden
Executive Director, Adult Education
5930 Middle Fiskville Road
Austin, TX 78752
dborden@austincc.edu
Phone: (512) 223-7738

AAMB Harvest Foundation

Janice M. Johnson, MA
Chief Operating Officer
6633 Hwy 290 East, Ste. 307
Austin, Texas 78723
coo@aambharvestfoundation.org
Phone: (512) 291-6081

Approved:

The undersigned parties bind themselves in the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Richard M. Rhodes, Ph.D.

President / CEO

Austin Community College District

Michael R. Lofton
Executive Director/Founder
AAMB Harvest Foundation

Date

Date

AAYHF Cooperative Consortium with American YouthWorks Youth Build Program Logic Model

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Resources	Project Provide	Observable Results	Direct Results
City of Austin	Wrap-around Support	Improve Attendance	e Completion of H.S.
	Resources, Referrals	Mentoring Support	Pursuit of Secondary Ed.
	GED Preparation	Skill Acquisition	Employment
	H.S. Credit Recovery	Increase awareness	Health & Well-Being
	Financial Literacy		
	Work Readiness Train	ing	
	Occupationally Specifi	ic Instruction	
	College Credit		
	Training Certifications		
	Career/Post-secondar	y Placement Assistance	e
	Support Services		
	College Preparedness		

KARL M. NICHOLS

15504 Fembill Drive, Austin, TX 78717

Home: (512) 255-8002 * Cell: (512) 922-0031 * Email: nicholsk08@sbcglobal.net



PROFILE

Experienced professional with a proven record of executive leadership in the non-profit sector; extensive experience in educational and healthcare program development and administration; demonstrated expertise in building organizational and community partnerships; solid background in budget construction and financial administration, grant writing and grants management, fund development, staff supervision and service delivery, strategic planning, and board governance.

SKILLS SUMMARY

- Executive Management

> Community Engagement

- Educational Partnerships

- Finance and Administration

- Fundraising

- Strategic Planning

Team-Building
 Program Development

- Leadership & Organizational Development

- Procurement & Contract Negotiation

- Property Management & Asset Control

- Grants Management & Development

EXECUTIVE LEADERSHIP

Growth and Innovation: Successfully created a new community/university governance structure at Nonprofit Management Institute at UW-Milwaukee that has become the model for other university initiatives on campus.

Program Development: Spearheaded the successful execution and completion of all health and workforce development program deliverables at Austin Area Urban League with a caseload of over 250 Katrina clients.

Organizational Leadership: Established new performance management systems and management tools at Skillpoint Alliance to increase staff productivity and organizational effectiveness for Board of Directors.

Fund Development: Executed a successful capital improvement plan for SafePlace's buildings and operations; wherein 80% of budget revenues were raised through philanthropic and in kind contributions.

Finance and Administration: Provided board leadership and oversight for implementing an effective financial management system for improved reporting and internal controls for the Texas Alliance for Minorities in Engineering (TAME).

Management and Supervision: Responsible in hiring key staff at OneStar Foundation that led to the creation of a highly productive team approach for reaching organizational goals, objectives, and measurable results.

Community Engagement and Strategic Partnerships: Instrumental in building the Milwaukee Healthy Beginnings Community Consortium as one of the country's most productive, high performing sites in the Midwest, which led to 70% increase in consumer and community participation.

PROFESSIONAL HISTORY

2013 - present

Youth Harvest Foundation

Austin, TX

Vice President of Administrative Operations

The mission of the Youth Harvest Foundation is to provide culturally competent educational opportunities to at-risk youth through mentoring, youth summer camps, STEM and technology training, academic enrichment, and career and employment training. Responsible for executive oversight and strategic direction for operational activities by managing the day- to-day operations and directing information technology, fund development, human resources, facility and property management, volunteer management, and accountability and compliance standards for the agency.

2009 - 2012

SafePlace

Austin, TX

Chief Operating Officer

SafePlace is a \$9 million nonprofit with over 140 employees whose mission is to end sexual and domestic violence through safety, healing, prevention and social change. Responsible for executive oversight of technology, information management, and human resources administration, the facilities and operations for the 12.2 acre campus and its \$14 million in facility assets by ensuring systems are reliable and responsive with a commitment to customer service and compliance.

2007 - 2009

Skillpoint Alliance

Austin, TX

Chief Operating Officer

Skillpoint Alliance is a nonprofit intermediary organization with a \$2.2 million operating budget that builds partnerships among industry, education and the community, leading to college and career success for Central Texans, while meeting employers' needs for a qualified workforce. Responsible for executive oversight of operations, program management, and staff supervision of Skillpoint's Youth, College, and Career, Adult Workforce, and Research and Evaluation programs and services.

2006 - 2007

Austin Area Urban League

Austin, TX

Katrina Programs Director

The Austin Area Urban League mission is to assist African Americans and all other under-served Austin area residents in the achievement of societal and economic equality by focusing on educational improvement, employment readiness, health and wellness, and the preservation of affordable housing. Provided leadership, program oversight, and staff supervision to the Katrina health, workforce, and youth initiatives of the Austin Area Urban League.

2004 - 2005

OneStar Foundation, Inc.

Austin, TX

Chief Operating Officer

OneStar supports the nonprofit sector and its stakeholders through initiatives that increase civic engagement, research, rigorous evaluation and nonprofit organizational excellence. Responsible for providing leadership and supervision for all operations and programs for the OneStar Foundation, including management, strategic planning, hiring, evaluation, and reporting. Oversaw \$5.3 million operating budget and administered complex federal and private philanthropic gifts and grants totaling well over \$13 million.

2000 - 2004

University of Wisconsin-Milwaukee- School of Business

Milwaukee, WI

Program Director

Helen Bader Institute for Nonprofit Management (HBI)

Helen Bader Institute mission is to improve the leadership and effectiveness of nonprofit organizations through education, research and service in the Greater Milwaukee area. Oversaw project management of HBI programs and services by facilitating planning efforts, directing program development, and developing strategic partnerships in the local, state, and national communities.

EDUCATION

Bachelor of Arts – Africology & Business Management, UW-Milwaukee, Milwaukee, WI, 1993–1997

Master of Business Administration – Nonprofit Management, UW-Milwaukee, Milwaukee, WI, 2001–2003

SPECIAL SKILLS

- Solid oral and written communication skills
- · Extensive experience working with volunteers and multiple stakeholders in area of board governance and policy
- · Founder/Instructor of Leadership and Management Series certificate at Austin Community College
- · Successful fundraiser and recipient of numerous grant awards for projects
- Computer competency in utilizing business applications in word processing, spreadsheet construction, database development, and Internet research and development

COMMUNITY INVOLVEMENT

- Treasurer, Executive Committee, Texas Alliance for Minorities in Engineering, 2008 present
- Leadership Austin, 2012 Essential Class September 2011 present
- Member, McNeil High School Marching Band Booster Club, 2010 present
- Community Ambassador, Capitol Idea, June 2008 2010
- Pastor and Founder, Christian Faith Fellowship Church, 2005 2012
- Board Member, Executive Committee, Wisconsin Council of Children and Families, 1999 to 2004
- President, City Heritage Homes Association, 2000 2004

References Available Upon Request

JOHN ZIMMERMAN

CAREER OBJECTIVES

TO USE MY TALENTS, SKILLS, EXPERIENCE AND EDUCATION TO SERVE THE NON-PROFIT COMMUNITY BY PROVIDING ROBUST, HIGH QUALITY DATABASE AND SOFTWARE APPLICATIONS, EXCELLENT CUSTOMER SERVICE, AND RESPONSIVE SUPPORT FOR THESE APPLICATIONS.

CAREER SUMMARY

DEMONSTRATED ACCOMPLISHMENTS IN SOFTWARE DEVELOPMENT FOR THE NON-PROFIT COMMUNITY, DATABASE SOFTWARE DESIGN AND DEVELOPMENT, PROJECT MANAGEMENT, AND WORKING IN THE INTERNET DATABASE SECTOR.

EDUCATION

B.S. (magna cum laude) Electrical Engineering (University of Texas at Austin).
B.A. (cum laude) Computer Sciences (University of Texas at Austin).

PROFESSIONAL EXPERIENCE

Delightful Labor

2012-Present: Lead developer for a comprehensive open source non-profit management system (www.delightfullabor.com). The project is developed in php using a codelgniter framework.

The Miracle Foundation

2005-2011: Systems Director for The Miracle Foundation (an international non-profit supporting Indian orphanages - www.miraclefoundation.org). Responsibilities include assessing requirements, manage existing and developing custom database applications; managed the successful integration with SalesForce cloud application.

2003 - 2004: Instructor, University of Texas Informal Classes (Microsoft Access).

Consultant

1997 - 2008: Various consulting jobs, including:

2008, 2013: Instrument rental database for a local music store, including an interface to a virtual merchant service

2002-2006: Designed and implemented a local-area network database system to manage and integrate all aspects of a veterinary laboratory facility. The project was initially implemented in ASP/PHP/Javascript/Access; later converted to WAMP.

2001: Lead Developer, personally developed 125,000 lines of ASP/JavaScript code to support several web-based database applications (churchDB and Datorum Applicatium for the Catholic Diocese of Austin).

2001: Contractor to Frontier Associates: Web-based database design and development using Active Server Pages (ASP/ADO/SQL Server). Responsible for developing and maintaining half a dozen sites used by Utility Companies to manage energy efficiency programs.

IBM

1994-1996: support/customization for large Motif GUI interface to a PowerPC processor simulation tool.

- 1992-1993 Team Lead for PowerPC 601 Sequencer Team (the first PowerPC processor); designed and wrote the 601 microcode assembler and simulator, and wrote embedded PowerPC 601 microcode; wrote new and upgraded existing simulation tools to support multi-processing.
- 1989-1992; wrote, simulated and tested I/O and DMA sequencer microcode for the RSC, a low end RS-6000 Power processor.
- 1988 1989: design analysis for low-end workstation.
- 1987 1988: designed and implemented the memory controller for an 80386-SX based family-2 Personal Systems/2 computer (model 55sx IBM's all-time greatest-selling mother board).
- 1983 1987: designed, simulated, modeled, and tested various aspects of the IBM PC Convertible, including a DMA controller gate array.

LOCKHEED/EMSCO (Scientific Programmer)

1978-1981 designed, programmed, debugged and documented software for an interactive Space Shuttle aerodynamics database program (NASA contract).

COMPUTER EXPERIENCE

Languages/Programs: PHP / javascript / mySQL, codelgniter, MVC development, Ajax, ASP/VBScript/ADO, Visual Basic/DAO, Access / SQL Server, VBA, C, C++, Perl, Motif, Pascal, Assembly, REXX, Basic, DS/L, GIMP, desktop publishing tools, Office and Open Office Suite.

Operating Systems: Windows, AIX (UNIX), DOS, VM

ACTIVITIES / MISCELLANEOUS

Patent for a memory controller design and over a dozen invention disclosures for various software and hardware designs.

Former Board Member, Austin Area Candlelighters Childhood Cancer Foundation.

Former Advisory Board Member, National Association of Hospital Hospitality Houses.

Recipient, 1996 KVUE "Five Who Care" Award.

References available upon request.

JANICE M. JOHNSON SHEPHARD

18708 Wind Valley Way • Pflugerville, Texas • 78660 (512) 569-9139 • • JaniceMJ@aol.com

QUALIFICATIONS SUMMARY

A highly-motivated and results-oriented individual is seeking to combine academic training and dynamic work history to make a solid contribution to strategic goals in academic, nonprofit and community-based environs.

CORE STRENGTHS

Visionary Leadership/Staff & Volunteer Development Strengthening & Building Key Alliances and Partnerships Marketing, Promotions, Public/Community Relations Counseling and Guiding Youth to Resolve Key Issues Operations/Program/Special Event Management Grant Writing/Contract Management/Evaluation Public-Speaking/ High Impact Presentation Skills Program Visionary and Curriculum Development

HIGHLIGHTS OF PROFESSIONAL EXPERIENCE

AFRICAN AMERICAN YOUTH HARVEST FOUNDATION, Austin, TX

01/09 - present

Vice President of Program Operations

- Responsible for overseeing program operations in a manner that supports the strategic growth of the agency; working in coordination with the Executive Director and Board to implement long-term comprehensive planning and execution.
- Manages human resources operations by recruiting, selecting, orienting, training, coaching and disciplining staff; guides management/employee actions by researching, developing, writing, and updating organization policies and procedures
- Originates and leads strategic best-practices that cultivate an employee/volunteer-oriented, high performance culture that
 emphasizes empowerment, quality, productivity and standards with ongoing development of a high-quality workforce...
- Develops programmatic and operational budgets and monitors expenditures; assists in preparation of grants and ensures timeliness of organization-wide performance expectations and reporting to National/State/City grantors and donors.
- Promotes and advocates for the organization by identifying and encouraging new collaborative relationships while proactively managing existing ones.

AUSTIN AREA URBAN LEAGUE, Austin, Texas

08/07 - 01/09

Project Director, Bill and Melinda Gates Foundation

- Directed high-profile community engagement project that ensured accurate representation of the foundation's work in education; collaborated with school and community stakeholders to accomplish High School Redesign plans.
- Built and executed outreach strategies that elevated and amplified the issues that exist in large urban school systems.
- Managed budget, contract timelines and deliverables, invoices and expenditures for a team of 9 highly-skilled consultants.
- Drafted and disseminated grant related reports, core messages and materials; authored and edited internal and external
 communications, including power points, fact sheets, presentations and website content.

HANDS ON ATLANTA, Atlanta, GA

01/06 - 08/07

Associate Director of School Programs

- Directed the Schools Department operations, training, deployment and supervision of 135 AmeriCorps members serving in 45 schools Atlanta ISD;
- Negotiated new contracts and implemented Schools Program policies and procedures. Served as liaison to Atlanta Public Schools executives, Project Grad and other partner agencies in multi-site programs and projects implementation.
- Provided direct issue resolution assistance to school-based personnel including direct intervention when challenges
 graduated beyond the capabilities of the AmeriCorps team leaders and Program Mangers.
- Provided joint-oversight of HOA Schools' Program budget and related duties/operations (3.1 Million budget).
- Collaborated with Martin Luther King Center to mobilize 17,000 volunteers on Hands On Atlanta Day; scoped, resourced and delivered large scale community service projects; recruited, trained, tooled and managed wide range of volunteers IE highly skilled, court appointed, episodic, corporate groups, adults and service learning students.

JANICE M. JOHNSON SHEPARD

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BRENAU ALL WOMEN'S UNIVERSITY, Atlanta, GA

10/04 - 01/06

Assistant Director of Recruitment and Admissions

- Visited 2-Year Colleges, select companies and education fairs to recruit transfer, undergraduate and older adult students.
- Created and distributed resource materials and responded to requests for information from prospective students.
- Managed extensive student database, mailings, applications and enrollments; Conducted New Student Orientations

GEORGIA DEPARTMENT OF LABOR, Atlanta, GA

04/02 - 10/04

State Train-the-Trainer Facilitator/Employment Services Specialist

- Conducted workshops on career planning and placement topics such as advanced job search strategies, educational and training opportunities, occupational outlook information and resume/cover letter development.
- Provided intensive one-on-one and group counseling services to high-volume of unemployed/underemployed job seeking Georgia citizens and evacuees of the Katrina/Rita hurricane disasters.

TULSA PUBLIC SCHOOLS, Tulsa, Oklahoma

1993-1999

Board of Education Service Center (93,000 Students/91 Schools)

Career Guidance Senior Specialist (1997-1999)

- Provided district-wide administration and management of State and National directives for Career and Technology
 Education programs—Built collaborative support systems for 45 out of 91 schools and their extended communities.
- Recruited and fostered relationships with 300 business/industry and community representatives for 9th Grade
 "Career Shadowing" Day; event received Mayoral Proclamation and annual establishment for the City of Tulsa, OK.
- Built value-based partnerships with 60+ K-12 schools/principals, eight colleges, and their respective faculties and staff
 to facilitate field-education requirements, tutoring, mentoring, college recruitment, campus tours and TRIO programs.
- Served as Adjunct District Trainer for the Human Resources Department; made significant contribution towards the
 evaluation and restructuring of staff development, student leadership and diversity training programs.

Tulsa Public Schools, McClain Career Academy and Feeders (11 Low income/under achieving urban schools)
School-to-Work Coordinator (1993-1997)

- One hired among 29 applicants by key stakeholders of the Tulsa Chamber of Commerce and TPS Cabinet for this highly sought after pioneering role charged with implementing the 5-Year School-to-Work Plan in the District.
- Conducted extensive research of targeted schools and feeder populations; composed comprehensive reports and made presentations to existing and potential sponsors as part of the Superintendent's Task Force.
- Worked closely with administrators, students and parents to facilitate academic and career development plans; assisted
 with college selection, interpretation of entrance requirements, applications and financial aid processes.
- Consistently invited by colleges and universities throughout the region to visit their campuses to obtain first-hand knowledge of their variety of resources and curricula to ensure highly effective guidance to parents and students.
- · Served as site coordinator for 12 Americorp volunteers; 200 career mentors, and 6 field education students each year.
- Supervised the student supportive services of 12 non-profit agencies in the school-based Community Resource Center.

EDUCATION/PROFESSIONAL DEVELOPMENT

Center for Nonprofit Leadership and Management, Austin, Texas (TANO) Certificate in Nonprofit Leadership and Management, May 2013

LEADERSHIP UNIVERSITY, Atlanta, Georgia (United Way) Certified Volunteer Manager, 90 hours, 2007

OKLAHOMA STATE UNIVERSITY, Tulsa, OK Graduate Courses taken towards a Master's Degree in Business Administration, 1997-1999

ORAL ROBERTS UNIVERSITY, Tulsa, OK Master of Arts in Missions and Counseling, 1993



512.964.7795 wendellwill@gmail.com 8321 Shallot Way Austin, Tx 78748

Profile

Key contributor to the capacity building of various non-profit organizations for over a decade. Experienced program development professional designing, both research based and innovative experimental programming, for youth, adults and families from design through replication.

Experience

DIRECTOR, VOLUM - FAMILA SERVICES, AVAIGUMENTARVEST FOUNDATION

Guide development and implementation of youth, adult and family programming organization wide. Significant contributions to continued overall organization growth in preparation for expanded service areas and national model for enhancing the African American quality of life experience.

DIRECTOR, BLACON WORKFORD DIVITOPMENT, VANDE

Lead creation and deployment of new initiatives for AAYHF in the workforce development arena. Develop vision and guide implementation of workforce development services for individuals with barriers to employment.

MANAGER, VOLDE FAMILY PROGRAMS, VALUE

Advanced from program coordinator to manager after establishing AAYHF weekly programming. Key contributor to continued growth of grassroots organization by improving the quality of programs and their effectiveness to meet real constituent needs.

LEACHING ASSOCIATE CHIEFEN SCHOOLS, BEDICHER MIRRIER SCHOOL

Served as team leader, trainer and as a part of campus leadership for National non-profit. Direct service to middle school youth and families; recruited, trained staff and community volunteers. Contributed to development of the precursor to national program model.

VOLFATETR DIRECTOR, CHRIST COMMUNITY CHURCH, \$11 DIO. 0

Develop youth programming to address service gaps for growing local ministry. Direct service to youth and families throughout Greater Austin. Recruit, train volunteers and staff.

Education

University of Texas - B.S. Advertising; University of Texas - Texas Creative

University of Texas Business Foundations

VICTORIA LEWIS-DUNN, JD

CONFLICT SPECIALIST

105 S. 3rd Street Pflugerville, TX 78660 Mobile: (512) 413-0020

Email: victoria@commonsolutions.org

Profile Summary

- Experienced professional with a previous successful career in law, a current successful career in mediation, counseling, and administration.
- Excels at interfacing and communicating with others at all levels to help them obtain personal goals
- Proactive approach has resulted in the development of innovative techniques to deal with violence and other forms of bad behavior
- · Possesses excellent writing, interpersonal, analytical, and organizational skills.
- Excels within highly competitive environments where leadership skills are the keys to success.
- An effective manager with the skills necessary to direct, train, and motivate staff to their fullest potential.

Employment

COMMON SOLUTIONS, LLC

(512) 990-2302

2004 -Present

President/Owner

Website: www.commonsolutions.org

- Owner/Conflict Specialist specializing in divorce, employee/employer and student/teacher disputes as well as facilitating Victim/Offender Mediated Dialogue.
- Develop ongoing components to SOAR (Seize Opportunities and Reclaim "your best life") Program primarily targeting teens and young adults.
- Devise and implement innovative marketing principles and promotional events for non-profit projects to further support financial growth.
- Counsel divorce clients with regard to communication skills, family relationships and how to "move on".
- Participate in community events to position Common Solutions as a leader within the area.
- Technical Writer for individuals or agencies
- · Referrals to community resources
- Notary Public

GRAM Traffic Counting, Austin, Texas Ombudsman/Contracts Manager

(512) 832-8650

2005 - 2011

- Managed contracts regarding daily operations for traffic surveys and various transportation studies.
- Served as a Mediator for employer/employee or employee/employee disputes.
- Technical Writing: maintained Human Resource records including creating and maintaining Personnel Handbook and Safety Manuals.
- Responsible for securing various State Certifications and submitting annual updates and renewals.
- OSHA Safety Officer
- Notary Public

LAW OFFICE OF VICTORIA LEWIS-DUNN, Austin, Texas Attorney at Law

1993 2003

- Solo Practitioner of Law specializing in Family, Criminal and Civil Law
- Attorney Mediator
- Victim/Offender Mediated Dialogue
- Child Advocate/accepted court appointments in Juvenile court
- Notary Public



Nicholas Barreraz

4603 Sunflower Dr., Killeen, Texas 76542

Home: (972)523-7976 E-mail: nicholas.barreraz@everest.edu

Profile

Team-oriented Network Engineer with over seven years of experience installing, operating and maintaining network switches and equipment while in service with the United States Army. Currently furthering technical skills by pursuing an education at Everest Institute of Austin taking the IT Support Specialist course.

Skills

- IT & Communications
 - Expertise in troubleshooting
- Team-Oriented Leadership
- Creative problem solving
- Network Engineering
- · VPN

- VOIP
- LAN
- · WAN

Accomplishments

Supported the United States Armed Forces by providing the highest quality communications during Operation Iraql Freedom, Operation Iraql Freedom 2, and Operation Enduring Freedom. Graduate of the Warrior Leaders Course in 2008. The course curriculum included instruction in Leadership Skills, Training Skills and War fighting Skills.

Professional Experience

Nodal Network Systems Operator (MOS- 25N)

January 2004 to March 2010

Cisco

Active Army - Ft. Hood, Texas

Supervised and performed as team chief, in the installation, operation, employment, and field level maintenance on electronic IP based nodal assemblages and associated equipment. Performed and assisted subordinate operators to execute nodal and COMSEC operations, associated computer and software related technical tasks. Interpreted orders and compiled system statistics for the shift and node. Also, assisted in reconfiguration of IP based nodal systems equipment as needed. Requested logistical support for teams or shifts. Implemented network operations center generated changes to support operational requirements. Directed and assisted in conducting PMCS procedures on assigned vehicles, power generators, combat net radios and all other associated internal nodal communications systems.

Computer Networking Switch/Systems Operator (MOS-31F)

July 2003 to January 2004

Active Army - Ft. Hood, Texas

Installed, initialized, operated, and performed unit level and direct support maintenance on electronic switching assemblages, systems, and ancillary communications equipment. Used computers to perform system/network operations. Interpreted BIT/BITE and error codes to correct system faults. Installed, operated, and performed strapping, re-strapping, preventive maintenance checks and services, and unit level maintenance on communication security devices. Operated and performed preventive maintenance checks and services on assigned vehicles. Installed, operated, and performed preventive maintenance checks and services on power generators.

Education and Training

Everest Institute's IT Support Specialist Course- Currently Attending
Nodal Network Systems Course- 2003 & Computer Networking Switch/Systems Course- 2005
Warriors Leaders Course-2008
High School Diploma-2003

KITO TAYLOR

107 David Drive, Hutto Texas 512-565-0169 gotogyrl@gmail.com

<u>Life Coach</u> - Immense ability to inspire students with real life experiences with clarity, focus, and fun. Excellent communication and listening skills including but not limited to Empathy, compassion, and authenticity. Wide knowledge of methodology and philosophy of the life skills. Sound demonstration and presentation skills

EDUCATION

Austin Institute of Real Estate (Licensed Texas Real Estate Agent)
Florida Argicultural and Mechanical University
Bachelors of Science, Chemistry Pre-Medicine/Minor Biology

2005

2001

PROFESSIONAL EXPERIENCE

SALES & MARKETING EXPERIENCE

2010-CURRENT

- Services existing accounts, obtains orders, and establishes new accounts by planning and organizing daily work schedule to call on existing or potential sales.
- Keeps management informed by submitting activity and results reports, such as daily call reports, weekly work plans, and monthly and annual territory analyses.
- Monitors competition by gathering current marketplace information on pricing, products, new products, delivery schedules, merchandising techniques, etc.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.

EDUCATOR AND SYSTEM ADMINISTRATOR /PROGRAM COORDINATOR 2006-2010

- Implemented new computer technology and test assessments to promote higher learning and self development.
- Provided guidance counseling to the students in obtaining a higher quality of life.
- Organized, coordinated, and implemented day-to-day operations of development, including the recruitment, supervision of staff, and collaborating with key stakeholders.
- Identified obstacles that interfered with organizational goals and achievements, and collaboratively designed resolutions.

REAL ESTATE 2005-2006

• Maximized and enhanced the organizations image by utilizing consistent relationship and report building techniques with key stakeholders, while implementing key measures to assess the effectiveness of projects.

DOMESTIC ENGINEER

2003-2005

Director of household responsibilities including; Accounting by performing many functions such as creating and balancing a budget, paying bills and identifying cost-saving opportunities, housekeeping, developing daily menus for healthy meals and snacks, transportation to and from appointments.

SHANNON SIBAYAN

address

6104 Perlita Drive Austin, TX 78724

+33 7 88 33 14 28 email ssibayan@gmail.com skype shannon.sibayan

Profile

Business school graduate with a professional background in office management, non-profit organizations, accounting and journalism.

Relevant Professional Experience

Deputy Director, WomenCraft Social Enterprises Ngara, Tanzania; Sep 2012-present Duties: Manage staff members and enterprise operations from rural field office in tri-border area of Rwands, Burundi and Tanzania; control financial systems and grant agreements/ administration, maintain balance sheets, issue monthly financial reports, teach bookkeeping and streamline banking operations; develop and implement yearly budget, sales plans, and pricing structures; research, design and implement the NGO's first online store; fill orders and address issues with domestic and international oustomers.

Related Skills: Cross-cultural interpersonal communication, team-building leadership, business trend analysis, customer service and basic Kiswahill.

Assistant Finance & Office Manager, Club Med Port St. Lucle, Florida; Dec 2009 - May 2011 Duties: Managed small office team of 3 employees; trained employees inside and outside of the department on all software platforms; performed basic troubleshooting for computers, POS terminals, printers, copy machines, etc.; posted journal entries (financial); balanced and reconciled accounts; assembled financial statements and reported results to management; processed invoices; controlled daily bank closings and audited petty cash accounts; resolved outtomer complaints; hosted international guests during all events and activities.

Related Sidlis: Customer service, management and administration, French (IT team and corporate headquarters based in Paris)

Office Manager, Jeff Pickering CPA Plano, Texas; Sep 2006 - Aug 2009

Duties: Prepared individual and corporate Income and sales tax returns in 50 states (paper and E-filling); compiled financial statements; performed bookkeeping and monthly bank reconcillations; processed invoices; scheduled appointments and managed CPA's daily agenda; managed/trained new interns, answered phone calls and e-mails from clients; taught beginners Quickhooks classes.

Related Skills: Tax preparation, file management, customer service and communication.

Career Assistant, Liberal Arta Career Services Austin, Texas; Sep 2003 - Dec 2005

Work/study program. Dutles: Assisted students with resume writing, job applications and graduate school applications; organized and maintained recruiter database and student files; facilitated communication between potential employers and students; assisted with planning and hosting of bi-annual campus career fairs.

Related Skills: Case management, job-seeker advocacy, employment solutions.

Education

EDHEC Business School, Lille, France — Master's of Science in Management of NGOs, 2012 GPA: 15.5 (Franch grading scale)

Class rank: 1st

Dissertation title: Democratizing Access to Financial Services; A Comparative Analysis of Microfinance and its Alternatives in sub-Saharan Africa

University of Texas at Austin - Bachelor of Journalism with Honors (Photojournalism), 2005 GPA: 3.72

Self-financed 100% of undergraduate degree through scholarships, grants and work-study

SHANNON SIBAYAN

address

6104 Perlita Drive Austin, TX 78724

+33 7 88 33 14 28 Email ssibayan@gmail.com skype shannon.sibayan

Language Skills

English - Native French - Fluent Spanish - Intermediate Swahili - Beginner Japanese - Beginner

Computer Skills

Typing speed: 90 WPM, high 10-key proficiency
Advanced proficiency in Mac OS and iWork suite
Advanced proficiency in Windows OS and Microsoft Office suite, particularly Microsoft Excel
Advanced proficiency in Quickbooks Accounting Software
Professional experience in Oracle Database systems
Working knowledge of Adobe Creative Suite

Additional Professional Experience

Project Management Intern, La Boutique du Lieu Roubaix, France; May - Aug 2012
Waitress, Hotel Ibis Roubaix, France; June 2011-Aug 2012
Intern, ADIE (Association pour le droit à l'initiative économique) Lille, France; Nov 2011-May 2012
Barista, Starbucks Plano, Texas; Sep 2006 - Sep 2007
Call Center Associate, Waterworks Aquatics Irvine, California; May-Aug 2005
Staff Photographer, Multiple daily and weekly publications; Jan 2004 - Aug 2006

Recurring Volunteer Activities

Server, Angel House Soup Kitchen Austin, Texas; 2009

Menter/tutor, Cruz Roja Española (Spanish Red Cross) Rota, Spain; 2007-2009

Admin Assistant/translator, Metrocrest Social Services Farmers Branch, Texas; 2006

Photographer, Town Lake Animal Shelter Austin, Texas; 2005

References

Anne E. Witte, Ph.D; Assistant Dean at EDHEC Business School
24 avenue Gustave Delory CS 50411 59057 Roubaix Cedex 1 - France
E-mail: anne.witte@edhec.edu
Telephone: +33 3 20 15 45 00

Jeff Pickering, CPA; Owner of Jeff Pickering, CPA and former supervisor 6533 Preston Road, Suite 300, Plano, Texas - U.S.A.

E-mail: jeff@pickeringcpa.com
Telephone: 972-378-5200

Yousset Mabrouk, Financial Manager at Club Med and former supervisor 4500 SE Pine Valley Street, Port St. Lucie, Florida 34952 - U.S.A.

E-mail: sanonafi01@olubmed.com Telephone: 772-398-5100

I. Staffing Plan:

JOB DESCRIPTION SUMMARY

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.

Position Title	Staff Name	Education / Experience Qualifications	Position Descriptions of Key Staff	Percent FTE	Annual Salary	Reporting Responsibilities
		City/State	Corporate Stakeholder Liaiso	n		
Founder/ President/CEO	Michael R. Lofton	N/A	Pursues and coordinates the Partnerships of major stakeholders to ensure high-level resources to support organization-wide service endeavors.	25%		
		Pr	oject Leaders/Programs			
Vice President of Program Operations	Janice M. Johnson Shephard	МА	Responsible for significant program operations and day-to-day executive leadership of site and regional program director/coordinators to provide them with management guidance, strategies for regional/state growth, and operational assistance.	25%		All Program Staff will report to and be supervised by
Director of Youth and Family Programs	Wendell J. Williams	ВА	Works in conjunction with executive leadership and staff to design a cohesive and comprehensive youth and family development program for youth ages five through twenty four, utilizing the resources of AAYHF and the DELL technology learning center.	25%		All Workforce Development and Contract Staff will report to and be supervised by
Dell Lab Coordinator	Nick Barreraz	ВА	Manages the IT needs of the organization, technology programming to economically disadvantaged youth, adults, ESL/GED, workforce, out-of-school students who patronize the YRC on a regular basis.	50%		All Technology programs and services will be managed by
Workforce Development Coordinator	Victoria Lewis-Dunn	JD OIL	Works to develop employment opportunities for job seekers, while acting as a liaison to employers; facilitates resume development, job search techniques and interviewing skills training.	100%		All workforce development/training to adults will be delivered by this role
Workforce Development Receptionist	TBD- Aiesha McKinney	N/A	Delivers excellent customer service serving as the primary reception (answering and directing incoming calls and greeting, directing, and assisting visitors): *Coordinating incoming and outgoing mail, packat and deliveries	100%		Will provide frontline workforce reception services
Resource Center- Outreach Coordinator	Kito Taylor (Adm. team)	ВА	Will be responsible for overseeing YRC tenants and services; and developing and maintaining referral relationships with external organizations representing AAYHF in the community	100%		Will serve as primary point on all wraparound service outreach activities
		Proje	ect Leaders/ Administration			
Vice President of Administrative Operations	Karl Nichols	МВА	Maximize AAYHF's growth and profitability; reviews and approves plans to control budget spending, labor efficiency and material efficiency. y	25%		All Program Staff will report to and be supervised by
Director of Finance	Shannon Sibayan	MBA	Directs the financial operations of AAYHF; involved in planning, organizing and controlling the resources	25%		Oversees fiscal integrity of AAYHF and Project
Data Management Coordinator	John Zimmerman	ВА	Provide organization wide data management support	25%		Serve as point on all data supports

- 2. Using Section 0645 Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program (see table above)
- 3. Attach resumes or position descriptions for key staff to perform the described services and/or activities (see table above)

ATTACHMENT A1: PROGRAMMATIC SOLUTIONS for THREE AREAS OF EXCELLENCE

EXCELLENCE IN ACADEMIC ACHIEVEMENT

PROGRAM	DESCRIPTION	PROVIDER/ PARTNER	Relevance to Imagine Austin/RB21 Priorities/ Indicators
360 SG	College preparatory group for 4 th -8 th grade boys and Jump Start is for young adults aged 18-24 where mentors assist youth in defining and implementing their plans for success.	AAYHF	SP18-EP12 &17/RB21 – Indicator 3
AAYHF & American Youthworks (AYW) Cooperative	Coordination of services include GED preparation, high school credit recovery, financial literacy, college credit, training certifications, career and post-secondary placement assistance, and support services.	AAYHF, AYW	RB21 – Indicator
African American Men and Boys Conferences	len and Boys strengthen African American youth and		SP28-LUT P13
African American Youth Resource Center	Employment assistance clearinghouse consisting of college and career preparation services	AAYHF	SP29-LUT P5. P23 & P29
Academic Mentoring	A homework and educational program provides multiple services to assist	AAYHF	

	students with academic achievement, mentoring, one-on-one coaching and personalized instruction.		
Austin Voices for Education and Youth	Offering of school and community based services tailored to the educational endeavors of low-income youth,	AAYHF	SP28-LUT P13
Black Media Council	Providing youth media literacy and production skills.	AAYHF, UT Austin	
Dell Youth Communication and Information Technology Initiative	Includes ongoing technology learning opportunities through workshops an accessible Technology Resource Room on-site for youth.	AAYHF, Dell	SP18-EP12 &17 RB21 – Indicator 1
ACC - ESL	English classes (ESL) in adult basic education program.	AAYHF, ACC	SP16-EP12 & EP17
Family Academy program	Provides coaching and positive re- direction for parents/students with attendance and truancy court violations	*AAYHF, AISD	
IVY Dolls	College preparatory mentoring group for 4 th -8 th grade girls.	AAYHF	RB21 – Indicator
Tutoring Services	Provides opportunity for youth to receive academic tutoring in math, science, and English to encourage grade level attainment.	AAYHF	RB21 – Indicator 3
Krew 12	Youth acquire media skills and produce an end media product for compensation.	AAYHF	RB21 – Indicator
ReRoute	Provides opportunities for youth to learn music media and graphic design technology for careers in music industry	AAYHF	RB21 – Indicator
Shift Ascension	Provides in-school and out of school suspension services.	*AAYHF, AISD	
Tech Wiz	An innovative programming focusing on science, robotics, math and media fun for	AAYHF	SP18-EP12 &17 RB21 – Indicator

elementary and middle school youth.	1
elementary and middle school youth.	1

*Delineates a demonstration of AAYHF links and services to other City-fundedCity-operated service

AAYHF & American Youthworks (AYW) Cooperative	Coordination of services include GED training certifications, career and post-secondary placement assistance, and support services.	AAYHF, AYW	SP18 – EA13, SA32
African American Youth Resource Center	Employment assistance clearinghouse consisting of college and career preparation services	AAYHF	SP18 – EA13, SA32
Black Media Council	Providing youth media literacy and production skills.	AAYHF, UT Austin	
*City of Austin - HR Services	COA has placed their HR employment services satellite office at the AAYRC to provide target recruitment and outreach to youth and adults seeking jobs.	AAYHF, COA	
Krew 12 program	Youth acquire media skills and produce an end media product for compensation.	AAYHF	
BEACON Workforce Development	Offers critical case management, job placement, skill development and career awareness services to at risk youth with the added value of the African American Youth Resource Center.	AAYHF	SP18 – EA13, SA32, A33
ReRoute	Music Group works to assist youth & adults with nurturing musical talents through internships, video production, and career development.	AAYHF	
TOPP STEPP	Workplace readiness assistance program.	AAYHF	

• EXCELLENCE IN WORKFORCE

EXCELLENCE IN LIFE ENDEAVORS

PROGRAM	DESCRIPTION	PROVIDER	Imagine Austin/RB21
Chronic Disease Education	Provide education on chronic disease, how to self-manage conditions and take charge of their health.	*AAYHF, City of Austin Health and Human Services Department	RB21 – Indicator 3
Happy Kitchen	Focuses on healthy cooking practices.	AAYHF, Sustainable Food Center	SP29 LUT A1, A3, A5, A8 RB21 – Indicator 2
Health and Wellness, Programs	Designed to help students, parents and community residents achieve healthy lifestyles, along with health screenings and services provided on-site.	Partnership with the Austin/Travis County HHSVSD & Alliance for African American Health in Central Texas	
Karisma Pastoral Consults & Education Services	Offers support in the area of spiritual wellness.	AAYHF, Karisma Pastoral Consults & Education Services	
Ladies First	Addressing the challenges of coming of age and maturing as a young woman.	AATHF	
Adopt A Big Mama	Service learning community civic project designed to increase the quality of life of a community resident	AAYHF	RB21 Indicator 4
Mobile Van Health Screenings	The primary goal is to provide free education and screenings to the community.	*AAYHF, City of Austin Health and Human Services Department	
Sickle Cell Education	Provides educational workshops on what sickle cell disease is, symptoms, what health concerns are associated with diagnosis and treatment.	AAYHF	

STD, Including HIV/AIDS Prevention Outreach	Offers education and outreach programs with the goal to reduce the risk of individuals becoming infected with STDs or, if already infected, infecting others.	*AAYHF, City of Austin Health and Human Services Department	RB21 Indicator 2
Tobacco Cessation and Prevention Education	Creating awareness of the adverse effects of tobacco use along with strategies to stop harmful usage.	*AAYHF, City of Austin Health and Human Services Department	RB21 Indicator 2
Victoria L. Dorsey Professional Counseling Services	Provides counseling to adolescents and families.	AAYHF, Victoria L. Dorsey Professional Counseling Services	

*Delineates a demonstration of AAYHF links and services to other City-funded or City-operated

services

PROBLEM PREVENTION AND UNIVERSAL SUPPORT SERVICES TO LOWINCOME YOUTH, ADULTS AND THEIR FAMILIES: PROGRAMMATIC SOLUTIONS

PROGRAM	DESCRIPTION	PROVIDER/ PARTNER	
AAYHF & American Youthworks (AYW) Cooperative	The range of client services will include GED preparation, high school credit recovery, financial literacy, work readiness training, occupationally specific instruction, college credit, training certifications, career and post-secondary placement assistance, and support services.	AAYHF, AYW	SP 15- EA1, SA32, A33
African American Youth Resource Center	One stop shop for providing health, social services, and community resources for youth, adults, and families	AAYHF	SP 15- EA1, SA32, A33
AARP Training	Offered elderly adults computer essential skills,	AAYHF, AARP	
A New Entry, Inc.	Offer supportive housing, counseling and education services	AAYHF, A New Entry, Inc.	
ACC - ESL	English classes (ESL) in adult basic education program.	AAYHF, ACC	

Common Solutions	Mediation services.	AAYHF
Travis County HHS	Travis County will be establishing a social services satellite offices at the AAYHF to provide rental assistance, housing support, food and nutrition, counseling, WIC, etc.	*Travis County HHS, AAYRC

ATTACHMENT B1: COMPLIANCE WITH NCLS

AAYHF'S Compliance with the

National Culturally and Linguistically Appropriate Services

CLAS STANDARDS IN HEALTH AND HEALTH CARE	AAYHF MEETS THE OBJECTIVE
Principle S	tandard
Provides effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs	 The AAYHF has developed a code of cultural ethics for all agency staff and volunteers to follow.
Governance, Leaders	hip and Workforce
Advances and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices and allocated resources	 The AAYHF encourages each service department within the agency to enter into a dialogue to assess the cultural competency of the services and recommendations for improvement.
Recruit, promote and support a culturally and linguistically diverse governance, leadership and workforce that are responsive to the population in the service area.	 The AAYHF collects staff demographics as a part of the initial self-assessment and compare them to those of the agency's clients, making every effort to ensure that they are consistent.
Educates and trains governance, leadership, and workforce in a culturally and linguistically appropriate policies and practices on an ongoing basis.	 The AAYHF incorporates the goal of staff diversity into the organizations' mission statement, strategic plans and objectives.
Communication and L	anguage Assistance
Offer language assistance to individuals who have limited English proficiency (LEP) and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.	 The AAYHF educates staff and volunteers on the needs and rights of LEP individuals to access language services

Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.	 Their websites and newsletters include information about language services.
Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.	 The AAYHF provides language and cultural competence training to staff, with emphasis on their role in the facilitation of providing services in the clients' preferred language and how to access and use language services. Annually assesses the language demographics of client populations to determine agency interpreter, translation and language service need.s Collaborates with local colleges or organizations for ongoing education of staff in regards to language assistance.
Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.	 Handouts in the AAYHF's lobby are in both English and Spanish. Intake forms provide clients with the opportunity to fill in their own race/ethnicity and primary languages spoken.
Engagement, Continuous Impr	ovement and Accountability
Establish culturally and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organizations' planning and operations.	 The AAYHF reaches out to community gatekeepers, advocacy groups, and other community organizations and associations through focus groups, surveys and other outreach strategies.
Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into assessment measurement and continuous quality improvement activities.	 The AAYHF establishes performance standards for client-related respectful care and service delivery. Ensure that every phase of service delivery communicates the agency's commitment to thorough, respectful, conscientious, and indiscriminate service to all clients.
Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and	 The AAYHF has identified staff members that will be responsible for obtaining and maintaining relevant

outcomes and to inform service delivery.	socio-demographic and epidemiological data related to the AAYHF's targeted audience, utilizing agency databases, and local, county, State, and federal health reports and profiles.
Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.	 Schedule regular strategic planning meetings to develop strategies for addressing the cultural competency challenges confronting agency staff.
Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.	 The AAYHF recruits assistance and input from clients and former clients in conducting the agency cultural competency needs-assessment.
Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.	 Encourages clients to provide quality assurance input directly to agency leadership.
Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents and the general public.	 The AAYHF presents the agency's initial cultural competency plan to agency administrators, board members, staff, volunteers, and clients as part of an effort to obtain broad support for agency effort to enhance cultural competence.

ATTACHMENT C1: PROGRAM STRATEGIES

Description in Program Strategies and Approaches

Excellence in Academics

PROGRAM	DESCRIPTION	LEVEL OF EVIDENCE REFLECT CATEGORY	RATIONALE OF PROGRAM DESIGN MEETS CLIENTS NEEDS
360 SG	College preparatory group for 4th-8th grade boys and Jump Start is for young adults aged 18-24 where mentors assist youth in defining and implementing their plans for success.	Promising, consistent with theory and scholarly knowledge. Engagement, participation, outputs and outcomes of goals are documented.	Increases awareness of college practicality (planning, access and completion)
AAYHF & American Youthworks (AYW) Cooperative	Coordination of services include GED preparation, high school credit recovery, financial literacy, college credit, training certifications, career and post-secondary placement assistance, and support services.	Research-Based, compare outcomes for a group that had access to the partnerships combined services with those who did not but are similar on observable characteristics.	Invest in the successful completion of high school and post-secondary educational goals.
African American Men and Boys Conferences	School-based conferences offered to strengthen African American youth and families' quality of life experiences by:	Promising, consistent with theory and scholarly knowledge.	Mentoring support, participation in educational workshops, networking, increases awareness of college practicality, career pathways and awareness of school and life success tools and strategies.

	increasing awareness of college practicality; career pathway, school and life success tools and strategies and college preparation mentoring group for 4th-8th grade girls.		
African American Youth Resource Center	Employment assistance clearinghouse consisting of college and career preparation services	Promising, consistent with theory and scholarly knowledge.	Provide an array of services and resources to support low-income youth in their academic endeavors.
Academic Mentoring	A homework and educational program provides multiple services to assist students with academic achievement, mentoring, one-on-one coaching and personalized instruction.	Promising, consistent with theory and scholarly knowledge	Build relationships with youth with the aim of sustaining academic success.
Austin Voices for Education and Youth	Offering of school and community based services tailored to the educational endeavors of low- income youth.	Promising, consistent with theory and scholarly knowledge	Deliver services in accessible locations to build the capacities of low income youth to be successful in academics.
Black Media Council	Providing youth media literacy and production skills.	Promising, consistent with theory and scholarly knowledge	Provide networking and relationship opportunities with mentors to build higher level, marketable academic and professional skills.
Chess Club	Teach all ages the game and strategy of chess.	Promising, consistent with theory and scholarly knowledge	Assist youth in building their critical thinking skills to be applied in academic settings.

Dell Youth Communication and Information Technology Initiative	Includes ongoing technology learning opportunities through workshops an accessible Technology Resource Room onsite for youth.	Promising, consistent with theory and scholarly knowledge	Provide youth with the opportunities to strengthen their higher level critical thinking and technological skills to be applied to academic endeavors.
ESL	English classes (ESL) in adult basic education program.	Promising, consistent with theory and scholarly knowledge	Assist in improving English proficiency skills.
Family Academy program	Provides coaching and positive re- direction for parents/students with attendance and truancy court violations	Promising, consistent with theory and scholarly knowledge	Improve attendance in school.
Girls Inc. of Greater Austin	Program inspiring all girls to be strong, smart and bold.	Promising, consistent with theory and scholarly knowledge	Build confidence in girls to achieve in an academic setting and beyond.
IVY Dolls	College preparatory mentoring group for 4th-8th grade girls.	Promising, consistent with theory and scholarly knowledge	Increase awareness of college practicality.
Jump Start	Provides opportunity for youth to define, develop and define their plans for future success.	Promising, consistent with theory and scholarly knowledge	Build relationships with youth with the aim of cultivating academic success.
ISWAG Incorporated	Offering post high- school and pre- college services.	Promising, consistent with theory and scholarly knowledge	Increase awareness, support and resources in helping prepare participants for the pursuit of a college degree.
Krew 12	Youth acquire media skills and produce	Promising, consistent with	Build higher level, marketable academic and professional skills.

	an end media product for compensation.	theory and scholarly knowledge	
ReRoute	ReRoute Music Group works to assist youth & adults with nurturing musical talents through internships, video production, and career development.	Promising, consistent with theory and scholarly knowledge	Build higher level, marketable academic and professional skills.
S.H.I.F.T.	School suspension/out of school suspension program administered by AAYHF.	Promising, consistent with theory and scholarly knowledge	Improve attendance in school.
Shift Ascension	Provides in-school and out of school suspension services.	Promising, consistent with theory and scholarly knowledge	Improve attendance in school.
Tech Wiz	An innovative programming focusing on science, robotics, math and media fun for elementary and middle school youth.	Promising, consistent with theory and scholarly knowledge	Build higher level, marketable academic and professional skills.

Excellence in Workforce

AAYHF & American Youthworks (AYW) Cooperative	Work readiness training, occupationally specific instruction, training certifications, career and post-secondary placement assistance, and support	for a group that had access to the	Build capacity for employment.
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	services.	combined services with those who did not but are similar on observable characteristics.	
African American Youth Resource Center	Employment assistance clearinghouse consisting of college and career preparation services	Promising, consistent with theory and scholarly knowledge.	Build capacity for employment.
African American Men and Boys Conferences	School-based conferences offered to strengthen African American youth and families' quality of life experiences by: increasing awareness of college practicality; career pathway, school and life success tools and strategies and college preparation mentoring group for 4th-8th grade girls.	Promising, consistent with theory and scholarly knowledge.	Build capacity to enter and flourish in the workforce.
Black Media Council	Providing youth media literacy and production skills.	Promising, consistent with theory and scholarly knowledge.	Acquire up-to- date, relevant skills to be marketable.
Jump Start	Provides opportunity for youth to define, develop and define their plans for future success.	Promising, consistent with theory and scholarly knowledge.	Provides guidance and mentorship fo establishing and implementing workforce goals.
Krew 12 program	Youth acquire media skills and produce an end media product for compensation.	Promising, consistent with theory and scholarly knowledge.	Acquire up-to- date, relevant skills to be marketable.
RAISE UP Workforce Development	Offers critical case management, job placement, skill development and career	Promising, consistent with theory and scholarly	Offers relevant skills to acquiring employment.

	awareness services to at risk youth with the added value of the African American Youth Resource Center.	knowledge.	
ReRoute	Music Group works to assist youth & adults with nurturing musical talents through internships, video production, and career development.	Promising, consistent with theory and scholarly knowledge.	Acquire up-to- date, relevant skills to be marketable.
TOPP STEPP	Workplace readiness assistance program.	Promising, consistent with theory and scholarly knowledge.	Offers relevant skills to acquiring employment.

Excellence in Life Endeavors

PROGRAM	DESCRIPTION	LEVEL OF EVIDENCE REFLECT CATEGORY	RATIONALE OF PROGRAM DESIGN MEETS CLIENTS NEEDS
Chronic Disease Education	Provide education on chronic disease, how to self- manage conditions and take charge of their health.	Promising, consistent with theory and scholarly knowledge.	Increase awareness with the aim of clients taking charge of their health.
Happy Kitchen	Focuses on healthy cooking practices.	Promising, consistent with theory and scholarly knowledge.	Increase skills with the aim of clients taking charge of their health.
Health and Wellness, Programs	Designed to help students, parents and community residents achieve healthy lifestyles, along with health	Promising, consistent with theory and scholarly	Increase awareness with the aim of clients taking charge of their

	screenings and services provided on-site.	knowledge.	health.
Karisma Pastoral Consults & Education Services	Offers support in the area of spiritual wellness.	Promising, consistent with theory and scholarly knowledge.	Increase spiritual wellness with the aim of clients taking charge of their health.
Ladies First	Addressing the challenges of coming of age and maturing as a young woman.	Promising, consistent with theory and scholarly knowledge.	Increase awareness with the aim of clients taking charge of their lives.
Man Up	Program focusing on support and group counseling of middle and high school boys	Promising, consistent with theory and scholarly knowledge.	Increase awareness with the aim of clients taking charge of their lives.
Mobile Van Health Screenings	The primary goal is to provide free education and screenings to the community.	Promising, consistent with theory and scholarly knowledge.	Increase awareness and provide screenings with the aim of clients taking charge of their health.
Paraclete Ministries	Emphasis on anger management and counseling services	Promising, consistent with theory and scholarly knowledge.	Increase awareness and skills with the aim of clients taking charge of well- being.
Sickle Cell Education	Provides educational workshops on what sickle cell disease is, symptoms, what health concerns are associated with diagnosis and treatment.	Promising, consistent with theory and scholarly knowledge.	Increase spiritual wellness with the aim of clients taking charge of their health.
STD, Including HIV/AIDS Prevention Outreach	Offers education and outreach programs with the goal to reduce the risk of individuals becoming infected with STDs or, if already infected, infecting others.	Promising, consistent with theory and scholarly knowledge.	Increase spiritual wellness with the aim of clients taking charge of their health.
Teen Health	Provides services for	Promising,	Increase awareness

Clinic	pregnancy testing, family planning, child wellness, and prenatal health and WIC baby services	consistent with theory and scholarly knowledge.	and provide screenings with the aim of clients taking charge of their health.
Tobacco Cessation and Prevention Education	Creating awareness of the adverse effects of tobacco use along with strategies to stop harmful usage.	Promising, consistent with theory and scholarly knowledge.	Increase awareness and provide screenings with the aim of clients taking charge of their health.
Victoria L. Dorsey Professional Counseling Services	Provides counseling to adolescents and families.	Promising, consistent with theory and scholarly knowledge.	Increase awareness and skills with the aim of clients taking charge of well- being.

PROBLEM PREVENTION AND UNIVERSAL SUPPORT SERVICES TO LOW-INCOME YOUTH, ADULTS AND THEIR FAMILIES: PROGRAMMATIC SOLUTIONS

PROGRAM	DESCRIPTION	LEVEL OF EVIDENCE REFLECT CATEGORY	RATIONALE OF PROGRAM DESIGN MEETS CLIENTS NEEDS
AAYHF & American Youthworks (AYW) Cooperative	The range of client services will include GED preparation, high school credit recovery, financial literacy, work readiness training, occupationally specific instruction, college credit, training certifications, career and post-secondary placement assistance, and support	Research- Based, compare outcomes for a group that had access to the partnerships combined services with those who did	Build capacities for academic and workforce success.

	services.	not but are similar on observable characteristics.	
African American Youth Resource Center	Employment assistance clearinghouse consisting of college and career preparation services	Promising, consistent with theory and scholarly knowledge.	Build capacities for academic and workforce success
AARP Training	Offered elderly adults computer essential skills.	Promising, consistent with theory and scholarly knowledge.	Increase skills with the aim of clients building competencies to achieve their goals.
A New Entry, Inc.	Offer supportive housing, counseling and education services	Promising, consistent with theory and scholarly knowledge.	Provide resources for clients to secure permanent housing.
Get Your Education	Basic literacy and the attainment of GED to pursuing other advanced degrees.	Promising, consistent with theory and scholarly knowledge.	Provide literacy skills with the aim of clients pursuing further education.
Common Solutions	Mediation services.	Promising, consistent with theory and scholarly knowledge.	Provision of mediation services to avoid costly court costs.



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE

P. O. Box 1748, Austin, Texas 78767 512-854-4100 (main) 512-279-2197 2197

> Sherri E. Fleming County Executive for HHS/VS

April 24, 2014

Erin D'Vincent, Senior Buyer City of Austin 124 W. 8th Street Austin, TX 78701

Attn: Application Review Committee 2014 Self-Sufficiency Continuum:

Social Services Solicitation Number: EAD0116

Dear Ms. D'Vincent,

It is my pleasure to write a letter in support of the proposal, "Enrichment and self-sufficiency of Austin's African American youth, their families and other low income communities" being submitted to the City of Austin Health and Human Services by The African American Youth Harvest Foundation (AAYHF).

I have worked closely with Michael Lofton and the African American Youth Harvest Foundation for the past three years and feel confident in expressing my full support of their commitment to build the capacities of African American youth, families and other low income communities. Our Department's mission has been supported by the AAYHF through past projects such as the African American Youth Resource Center and the Conferences Project.

Through our partnership with AAYHF we have increased assistance to Truancy Court referred youth and families. AAYHF is creating lasting change by strengthening the child's/children's commitment to attend school, increased community awareness of AAYHF's in-house services, service providers and programs. Due to AAYHF's efforts, an increased number of African American youth and families are also obtaining "One Stop Shop" services and resources to address their physical health, behavioral health, financial management, employment, and spiritual needs.

I appreciate the opportunity to support the efforts of the African American Youth Harvest Foundation as they seek additional funding for the support of these key community programs targeted at enriching the lives of African American and low-income youth in Austin.

Please feel free to contact me if you have any further questions.

Sincerely,

Sherri E. Fleming, County Executive for

Travis County Health and Human Services and Veteran Services

LLOYD DOGGETT 35TH DISTRICT, TEXAS

COMMITTEE ON WAYS AND MEANS

SUBCOMMITTEE ON HUMAN RESOURCES RANKING MEMBER

SUBCOMMITTEE ON TRADE

SUBCOMMITTEE ON SOCIAL SECURITY



Congress of the United States House of Representatives

April 22, 2014

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> Mr. Michael Roy Lofton President African American Youth Harvest Foundation Inc. 6633 E Highway 290, Suite 307 Austin, Texas 78723

Dear Mr. Lofton:

Since 2006, the African American Youth Harvest Foundation (AAYHF) has aided countless atrisk young men and their families by providing the educational, mentoring, and career services that young men need to thrive. With over 56 African American Men and Boys Conferences in 5 school districts, the AAYHF has brought positive change to more than 15,000 people in Central Texas. This is a testament to not only your commitment to the African American community but also to your devotion to public service and to the prosperity of our nation's youth.

I have had the pleasure of working with AAYHF many times and have welcomed some of your students in my DC office. I have witnessed firsthand the powerful impact that you have on these children, and I encourage you to continue your good work.

As always, please contact me regarding any federal matters with which I may be of assistance.

Sincerely,

Lloyd Doggett



April 21, 2014

City of Austin
2014 Self-Sufficiency Continuum:
Social Services Solicitation Number: EAD0116
Attn: Application Review Committee
Erin D'Vincent, Senior Buyer
124 W. 8th Street
Austin, TX 78701

Dear Ms. D'Vincent,

It is my pleasure to write a letter in support of the proposal "Enrichment and self-sufficiency of Austin's African American youth, their families and other low income communities" being submitted to the City of Austin Health and Human Services by The African American Youth Harvest Foundation.

Dell Giving has worked closely with Michael Lofton and the African American Youth Foundation for 4 years and I feel confident expressing my full support for their promotion as a well- respected community-based organization dedicated to helping build the capacities of African American youth, families and other low income communities become self-sufficient. I have been the Director of Dell Giving for 6 years. Our objective is to use Dell technology solutions, employee expertise and funding to make a significant difference in the lives of underserved young people. This goal has been supported by the AAYHF through their Dell Youth Creative Information Technology initiative which provides a full range of technology solutions and learning opportunities to underserved youth in Austin.

I sincerely value the contribution and services provided to the young men and women of tomorrow and appreciate the time that the AAYF has spent providing mentors, student job training skills, education and digital literacy to young people and the broader community. In addition, Dell team members volunteered over 225 hours in 2013 to support their work and we anticipate that will increase this year by targeting specific program conducive to the Dell population

In conclusion, I support the efforts of the African American Youth Foundation as they seek external funding to support their community programs targeted at enriching the lives of African American and low-income youth in Austin. Any programs that can help the youths of Austin gain skills in self-sufficiency across the life continuum will benefit not only the youths themselves, but also their families and the great Austin community.

Please contact me at 512-750-2737 if you have any further questions.

Sincerely,

Deb Bauer

Director, Dell Giving

Dell I Corporate Responsibility

office + 1 512 728 7879 mobile + 1 512 750 2737

AUSTIN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

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Dr. Meria Joel Carstarphen, Superintendent

April 22, 2014

City of Austin 2014 Self-Sufficiency Continuum: Social Services Solicitation Number: EAD0116 Attn: Application Review Committee Erin D'Vincent, Senior Buyer 124 W. 8th Street Austin, TX 78701

Dear Ms. D'Vincent,

It is my pleasure to write a letter in support of the proposal "Enrichment and self-sufficiency of Austin's African American youth, their families and other low income communities" being submitted to the City of Austin Health and Human Services by The African American Youth Harvest Foundation.

I have worked with Michael Lofton and the African American Youth Harvest Foundation (AAYHF), and I feel confident expressing my full support for their promotion as a well-respected community-based organization dedicated to helping African American youth, families and other low income communities to become self-sufficient. In particular, the AAYHF is dedicated to working with students in East Austin providing needed support services.

I have been the District 1 Trustee of the Austin Independent School District Board of Trustees for twelve years. Our mission at AISD has been supported by the AAYHF through projects such as SHIFT and after school programs. I sincerely value the AAYHF focus on reinforcing academic skills, increasing student motivation for learning, and improving student behavior.

In conclusion, I fully support the efforts of the African American Youth Harvest Foundation as they seek external funding to support these key community programs targeted at enriching the lives of African American and low-income youth in Austin. Programs that help the youth of Austin gain skills in self-sufficiency across the life continuum benefit our students, their families and the greater Austin community.

Please contact me at 512-576-2762 if you have any further questions.

Sincerely,

Cheryl Bradley District 1 Trustee

Austin Independent School District Board of Trustees

1111 West Sixth Street, A-250 Austin, Texas 78703-5338 (512) 414-2413 FAX (512) 414-1486 trustees@austinisd.org



April 21, 2014

City of Austin
2014 Self-Sufficiency Continuum:
Social Services Solicitation Number: EAD0116
Attn: Application Review Committee
Erin D'Vincent, Senior Buyer
124 W. 8th Street
Austin, TX 78701

Dear Ms. D'Vincent,

It is my pleasure to write a letter in support of the proposal "Enrichment and self-sufficiency of Austin's African American youth, their families and other low income communities" being submitted to the City of Austin Health and Human Services by The African American Youth Harvest Foundation.

I have been an admirer of Michael Lofton and the African American Youth Foundation for a number of years and feel confident expressing my full support for their promotion as a well-respected community-based organization dedicated to helping build the capacities of African American youth, families and other low income communities become self-sufficient. In my 17 years with American YouthWorks YouthBuild Program, working with low-income, out-of-school youth, I know the valuable role AAYHF is playing. As we look to collaborate with other agencies to enhance our scope and impact we look for organizations who are trustworthy, effective and whose mission aligns with our own. I believe we have found such a partner in AAYHF and we are excited to work with them in the execution of this contract.

I sincerely value the contribution and services provided to the young men and women of tomorrow by AAYHF and believe the strengths of our two organizations will increase the impact of our combined services in a way that creates even more positive outcomes for disengaged youth in the low-income neighborhoods of Austin where we both work. When you match AYW's blended academic and vocational training, combined with guided connections to college and careers, with AAYHF's ability to provide mentors, assistance to families, health and wellness education and coaching, financial literacy training, and community wrap-around support you create a winning combination that can create tremendous impacts in the lives of young people that will reverberate for generations to come.

In conclusion, I fully support the efforts of the African American Youth Foundation as they seek external funding to support these key community programs targeted at enriching the lives of African American and low-income youth in Austin. Any programs that can help the youths of Austin gain skills in self-sufficiency across the life continuum will benefit not only the youths themselves, but also their families and the great Austin community.

Please contact me if you have any further questions.

David N. Clauss, LMSW

American Youthworks - YouthB

American Youthworks - YouthBuild Program Director ph. 512-431-2605 dclauss@americanyouthworks.org

1901 East Ben White Blvd. Austin, Texas 78741



Phone: 512,744,1900 Fax: 512,692,0767

April 24, 2014

City of Austin
2014 Self-Sufficiency Continuum:
Social Services Solicitation Number: EAD0116
Attn: Application Review Committee
Erin D'Vincent, Senior Buyer
124 W. 8th Street
Austin, TX 78701

Dear Ms. D'Vincent,

It is my pleasure to write a letter in support of the proposal "Enrichment and self-sufficiency of Austin's African American youth, their families and other low income communities" being submitted to the City of Austin Health and Human Services by The African American Youth Harvest Foundation.

I have worked closely with Michael Lofton and the African American Youth Foundation for the last 2 years and feel confident expressing my full support for their promotion as a well-respected community-based organization dedicated to helping build the capacities of African American youth, families and other low income communities become self-sufficient.

One of our Central Health Eligibility Services offices is housed down the hall from The African American Youth Harvest Foundation and have witnessed their good work.

I sincerely value the contribution and services provided to the young men and women of tomorrow and appreciate the time that the AAYF has spent providing assistance to families as well as their health and wellness education and coaching.

In conclusion, I fully support the efforts of the African American Youth Foundation as they seek external funding to support these key community programs targeted at enriching the lives of African American and low-income youth in Austin. Any programs that can help the youths of Austin gain skills in self-sufficiency across the life continuum will benefit not only the youths themselves, but also their families and the great Austin community.

Please contact me at 512-978-8000 if you have any further questions.

Sincerely.

Larry Wallace

Executive VP and COO

Central Health



DIVISION OF DIVERSITY AND COMMUNITY ENGAGEMENT

THE UNIVERSITY OF TEXAS AT AUSTIN

Vice President for Diversity and Community Engagement

1 University Station G1050 • Main 12 • Austin, TX 78712-0538 • (512) 471-3212 • Fax (512) 471-0819

April 18, 2014

City of Austin
2014 Self-Sufficiency Continuum:
Social Services Solicitation Number: EAD0116
Attn: Application Review Committee
Erin D'Vincent, Senior Buyer
124 W. 8th Street
Austin, TX 78701

Dear Ms. D'Vincent:

It is my pleasure to write a letter in support of the proposal "Enrichment and self-sufficiency of Austin's African American youth, their families and other low income communities" being submitted to the City of Austin Health and Human Services by The African American Youth Harvest Foundation. I give them my highest recommendation as a well-respected community-based organization dedicated to helping build the capacities of African American youth, families, and other low income people become self-sufficient.

As the Vice President for Diversity and Community Engagement at the University of Texas at Austin since 2005, I have worked closely with Michael Lofton and the African American Youth Harvest Foundation (AAYHF) for eight years. During that time, AAYHF has grown from a small office in Michael Lofton's garage to a large community effort housed in the 13,000 square-foot African American Resource Center in East Austin. Along the way, it incorporated as a 501 (c) 3 and grew from a men and boys organization into a co-ed enterprise. The AAYHF was the DDCE's first service organization incubator project, and its overwhelming success in becoming an independent outfit has set the pace for all other incubator projects that have followed. I believe so much in its mission to help African American youth find resources for success that I have been a Board Member of the organization since 2012, and I currently serve as Chair.

AAYHF's cultural contributions and services provided to young men and women are invaluable, especially as they target a rapidly dwindling population in Austin. Their services of mentoring youth, job and life skills training, financial literacy training, and health and wellness education are crucial to ensuring our next generation of African Americans in Austin have the equal opportunity to be heard and make a difference in their communities.

All of this is said to underscore that I have been an active and outspoken supporter of the AAYHF since its inception, and it has my full endorsement as it seeks external funding to support these key community programs that enrich the lives of African American and low-income youth in Austin.. Any programs that can help the youth of Austin gain skills in self-sufficiency across the life continuum will benefit not only young people themselves, but also their families and the greater Austin community.

Sincerely,

Dr. Gregory J. Vincent

Vice President for Diversity and Community Engagement

W.K. Kellogg Professor in Community College Leadership

Professor of Law

REFERENCES

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AFRICAN AMERICAN YOUTH HARVEST FOUNDATION

TRAVIS COUNTY

HARVEST FOUNDATION YOUTH PROGRAMS

KREW 12

360SG

DELL YOUTH CITI

IVY DOLLS

S.H.I.F.T

TECH WIZ

MAN UP

LADIES FIRST

SHIFT ACESION (School-based) 360SG

360SG African American Male Leadership Development (4th – 7th Grade) exists to assist in the preparation of young African American boys to become leaders in their schools, homes and community. We promote excellence in scholarship, leadership and service through small group interaction that is experiential, participatory, image rich and is connected socially. Midway through their training, these young men will compete in an African American male academic bowl. Contact: Wendell Williams (512)291-6114

DELL YOUTH CITI

Dell Youth CITI (6th-12 grade) is designed to address the "new digital divide" by providing some of Austin's most needy populations with access to a full range of technology solutions and learning opportunities. DYC consist of a group of students who utilize the technology lab on weekly basis in effort to develop four core ICT skills 1) Creativity and innovation.

- 2) Communication and Collaboration, 3) Critical Thinking and Problem Solving and
- 4) Technology literacy. Contact: Nick Barreraz (512) 428-4482

IVY DOLLS

Ivy Dolls is an all-girls mentoring program, available to (3rd-7th grade) students. By establishing a 1-on-1 mentoring relationship and group bonging experiences this program attempts to produce "ivy league" young women; women who will exude prestige, demand respect, be cognizant of their worth and be held to high standards. Contact: Wendell Williams (512) 291-6114

KREW12

KREW12/K12 (9th-12th grade) members lead and design workshops for middle school students, develop their skills in multiple types of media (YouTube, Magazine, Radio & Television, etc.), conduct live and recorded interviews, plan and host youth initiatives, creatively spread the word on upcoming events and conferences, get others involved, participate in career shadowing, learn to utilize audio/visual technology, take trips to colleges and universities, attend exclusive events, earn community service hours, earn money through entrepreneurial ventures...and much, much more!!! Contact: Wendell Williams (512) 291-6114

MAN UP

Man Up is male-to-male mentoring group devoted serving (6th-12th grade) young men. In response to the need of positive male role models/mentors, Man up provides a free space for real talk, real training, and real relationships between men. Contact: Nick Barreraz (512) 428-4482

TRAVIS COUNTY

SHIFT ASCENSION (School-based)

The SHIFT "Ascension" alternative to out-of-school suspension will aim at developing an individualized success/fortitude plan likened to the Individualized Education Plan (IEP) utilized by schools. This approach will focus on and assess five unique aspects of student development and achievement. These areas are:

- 1) Academics/Attendance/Grades
- 2) Family/Home Life
- 3) Relationships/Associations
- 4) Personal Aspirations
- 5) Volunteerism/Community Engagement

Contact: Kennetta Piper (512) 428-4488

S.H.I.F.T JUVENILE MENTORING

S.H.I.F.T (Soaring High with Individualized Fortitude Training) Program provides ongoing mentoring for at-risk youth through weekly small group and one-to-one mentoring program sessions that are supplemented by AAMB Conferences throughout the academic school year and the YRC year-round. SHIFT youth meet with their small group mentoring leaders once per week and focus on improving attitudes, expectations and perceptions about educational achievements and life success to reduce recidivism, delinquent behavior and poor achievement in transitioning from a juvenile facility back into the community. Contact: Cedric Baker (512) 428-4485 or Arnoldo Cavazos (512) 428-4483

Youth Alliance

Youth Alliance provides programming to high school aged youth, and is designed to engage youth in five core areas citywide:

- Unite High School students from all over the region
 - Develop Dialogue (Think Tank) about relevant current topics
- Cultivate Advanced Communication Skills
- Initiate Civic Engagement
- Provide a Platform to be Heard & Network (by filming for television)

Contact: Selah Tabibian (512)394-6221

TECH WIZ & TECH WIZ TOO

Tech Wiz is a co-ed S.T.E.M program, for (3rd-8th grade) students. Students participating in the Tech Wiz program are exposed to all components of science, engineering, technology and math. The program is designed to increase S.T.E.M skill sets in a relatable and fun manner. Tech Wiz Too is an all day Saturday program where students are given the opportunity to build, buy, trade, and barter in their very own Minecraft world! Students may come in at any time on Saturday from 9:00am to 6:00pm to participate, and may stay for as long or as short of a visit as they like. We encourage students to bring friends and family to experience the challenges of living in a world with limited resources and encourage them to work together to build a better society through teamwork and innovation! Nick Barreraz (512) 428-4482

KREW 12

360SG

DELL YOUTH

CITI

IVY DOLLS

S.H.I.F.T

TECH WIZ

MAN UP

LADIES

FIRST

SHIFT ACESION (School-based)



то:	Veronica Lara, Director Department of Small and Minority Business Resources							
FROM: DATE:	Erin D'Vincent, Senior Buyer January 15, 2014							
SUBJECT:	Request for Determ Project Name:	nination of Goals fo Self Sufficiency			AD0116			
	Commodity Code(s):	95243						
	Estimated Value:	\$16,000,000						
	scopes of work for the state of the solicitation.	nis project as dete	ermined	by the Pu	rchasing C	Office and	Department t	hat are
The Departr	mental Point of Contac	ct is: Robert Kingh	am		at Phon	e: 972-502	6	
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		Native/Asian Amer	rican	% WBE				
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Veronica La	ira, Director			Date:	1-21	-17	-	
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